

Terms and Conditions

Version 2. Effective from 1 October 2026. Replaces Version 1 (January 2026).

These Terms of Use ("Terms") govern the access to and use of the software-as-a-service platform ("SaaS Platform") provided by Way Data Technologies Oy ("Way", "we", "us", or "our").

The SaaS Platform enables users to access and utilize data-driven technology solutions on a monthly subscription basis. By registering for an account, accessing, or using the SaaS Platform, you agree to be legally bound by these Terms.

These Terms of Use are intended to set forth the rights and responsibilities of users, as well as the scope and limitations of liability of Way.

Way Data Technologies Oy is a company incorporated under the laws of Finland with its registered office in Helsinki, Finland.

Way processes personal data in accordance with applicable data protection law, including Regulation (EU) 2016/679 (GDPR) and the Finnish Data Protection Act (1050/2018). Further information on the processing of personal data, including the purposes, legal bases, categories of data, recipients, retention periods, data subject rights, and the use of cookies and comparable technologies, is set out in Way's Privacy Policy, Data Protection Agreement and Cookie Notice.

Definitions

For the purposes of these Terms of Use:

1. **Way:** Refers to Way Data Technologies Oy, a company incorporated under Finnish law.
2. **SaaS Platform:** The cloud-based software-as-a-service platform provided by Way as described in these Terms, including the Tracking Services, Driver Journals, AI Services, scoring of vehicle driving data and activity tracking, remote tachograph downloads, emissions calculations, maintenance and diagnostics, vehicle and energy cost functionalities, and integrations with OEMs and Manufacturer Systems.
3. **Driver Journals:** The functionalities for recording, reviewing, and managing trip summaries and related journey information.
4. **Trip Summaries:** Summaries of individual trips generated from available vehicle, location, and user input data.
5. **Raw GPS Records:** means underlying location records generated by Connected Products or otherwise made available to the SaaS Platform.
6. **Customer:** The legal entity or individual entering into this Agreement with Way, acting exclusively for business purposes and not as a consumer.
7. **User:** Any individual authorised by the Customer to access or use the SaaS Platform on the Customer's behalf.

8. **Tracking Services:** The functionalities of the SaaS Platform for monitoring, tracking, and managing vehicles, including real-time status updates, location tracking, estimated delivery times, Driver Journals, Trip Summaries, Raw GPS Records, scoring of vehicle driving data, activity tracking, remote tachograph downloads, emissions calculations, maintenance and diagnostics, vehicle and energy cost calculations, and related analytics and reporting features.
9. **Scoring of Vehicle Driving Data:** The functionalities for generating indicative scores or ratings based on available driving and vehicle data.
10. **Activity Tracking:** The functionalities for recording or displaying available vehicle activity, driving, shift, rest, and related data.
11. **Tachograph Data** means data from vehicle tachographs, driver cards, or related remote download functionalities.
12. **Emissions Data** means data used for or generated through emissions calculations.
13. **Vehicle Cost Data** means data used for or generated through vehicle, fuel, energy, charging, or related cost calculations.
14. **Maintenance and Diagnostics Data** means available maintenance, inspection, warning, fault, diagnostic, or related vehicle data.
15. **Manufacturer Data:** Any data made available by an OEM or other manufacturer through Manufacturer Systems in relation to Connected Products.
16. **Manufacturer Systems:** Any systems, applications, interfaces, portals, APIs, or other services operated or made available by an OEM or other manufacturer.
17. **Connected Products:** Vehicles, sensors, IoT devices, tachographs or other hardware integrated with the SaaS Platform and capable of generating "Product Data".
18. **Product Data:** All data (including metadata) generated by Connected Products as defined by the EU Data Act (EU 2023/2854) and made available to Way for the purposes listed in these Terms.
19. **AI Assistant** or **Wayne:** Way's AI-based assistant made available through the SaaS Platform.
20. **AI Services:** The AI Assistant and related functionalities for processing and generating information, content, analyses, summaries, or responses.
21. **Message Channels:** The web chat, WhatsApp, email, and other communication channels through which AI Services may be made available.
22. **Customer Content:** Any text, data, documents, PDFs, voice recordings, transcriptions, vehicle damage images, or other content submitted, uploaded, transmitted, or otherwise made available by the Customer or Users through the SaaS Platform.
23. **Prompts:** Any instructions, queries, requests, or other input submitted to the AI Services.
24. **Outputs:** Any information, content, analyses, summaries, responses, or other results generated by the AI Services.
25. **Automated Actions:** Any actions performed by the SaaS Platform or AI Services on behalf of the Customer or a User following the Customer's or User's express, specific, and prior authorisation.
26. **PostHog Cookies:** means cookies and comparable browser storage technologies used by Way through PostHog Inc., 2261 Market Street #4008, San Francisco, CA 94114 United States hosted on PostHog Cloud EU for logged-in Users.
27. **OEM:** The original equipment manufacturer of the Connected Products.
28. **Terms:** This Terms of Use document, including any appendices or referenced policies.
29. **KYV:** The process to identify the ownership of vehicles (Know Your Vehicle).
30. **SLA:** The Service Level Agreement governing availability, uptime, support services, maintenance, response times, and performance metrics.
31. **Privacy Notice:** Way's notice describing the processing of personal data in connection with the SaaS Platform.

32. **Cookie Notice:** Way's notice describing the use of cookies and comparable technologies in connection with the SaaS Platform.
33. **CO2e:** Carbon dioxide equivalent.

Application and Duration

1. The usage of the SaaS Platform is subject to these terms of use. Its usage is exclusively available to commercial customers (B2B). Consumers (Sec. 4 of the Consumer Protection Act 38/1978, as amended 740/2022) are excluded.
2. By accepting the terms of use in the registration process, the customer agrees to the terms of use as binding.
3. Way may exclude customers or individual users of the customer from using the SaaS Platform in whole or in part exercising reasonable discretion. This applies in particular if the customer provides incorrect or incomplete data, fails to maintain the customer accounts, vehicle access permissions or manufacturer portal permissions required for OEM or Manufacturer Integrations, uses the SaaS Platform non-contractual, or uses prompts, uploads, voice recordings, images, documents or authorisations in breach of these Terms or applicable law.

Platform Functionalities – Fleet and Vehicle Tracking

1. The SaaS Platform provides the following services:
 1. fleet and vehicle tracking, including the monitoring and management of vehicles through real-time status updates, location data and estimated arrival times,
 2. real-time status updates on vehicles and their operational status,
 3. location tracking and estimated delivery times,
 4. Driver Journals and Trip Summaries, including trip classification and the generation of driver journals and trip summaries,
 5. Raw GPS Records, consisting of underlying location records,
 6. AI Services, including Wayne and the Message Channels, which enable the processing of text, documents, PDFs, voice recordings and vehicle damage images and provide read-only responses by default,
 7. scoring and analysis of vehicle driving data and related vehicle activity, including the recording and presentation of defined driving events, the generation of indicative scores based on available vehicle and driving data, and the presentation of driving, shift and rest-time data, which may, where configured by the Customer, be associated with identifiable drivers,
 8. remote tachograph downloads, including the retrieval, validation and storage of digital tachograph files and the monitoring of download deadlines,
 9. emissions calculations and reporting, including Well-to-Wheel and Tank-to-Wheel calculations and aggregated reports based on measured data or emission factors,
 10. maintenance and diagnostics,
 11. vehicle and energy cost calculations, including vehicle, leasing, fuel and charging costs based on Customer Data, tariffs and available pricing sources, and
 12. OEM or Manufacturer Integrations, enabling data retrieval through manufacturer APIs, factory-installed modems and manufacturer portals.
2. Way may expand, develop, modify, configure, restrict, discontinue, or otherwise change the scope and functionality of the SaaS Platform at any time. Customers will be notified of such

changes in a timely and appropriate manner.

1. Way's obligations concerning availability, uptime, support services, maintenance, response times, and performance metrics are set out in the SLA. The SLA constitutes a binding and integral part of this Agreement.

Usage of the SaaS Platform

1. To use the SaaS Platform, customers must provide complete and accurate data in the SaaS Platform and maintain all customer accounts, vehicle access permissions, manufacturer portal permissions and other authorisations required for the use of OEM or Manufacturer Integrations. . A customer may create multiple users. Vice versa a user can be assigned to several/multiple customers.
2. Initially, a customer can only be registered by Way. Customers must provide Way with the following data:
 - Email address
 - Company name
 - VAT ID
 - Billing email
3. Each customer receives one or multiple accounts as customer administrator. The customer administrator is responsible for the user management of the customer.
4. The customer administrator is only allowed to register a person as a user who has the legal power to represent the customer.
5. Any offers to conclude a contract made by a user shall always be attributed to the customer on whose behalf the user is acting.
6. Where customers create additional user accounts, they are responsible for the accuracy and completeness of the data provided by such users. The same applies to any changes to data required for the use of Way (e.g., change of address), customer accounts, vehicle access permissions, manufacturer portal permissions or other authorisations required for OEM or Manufacturer Integrations.
7. In the event that a user account is no longer active, the customer administrator shall be solely responsible for deleting the user data without undue delay.
8. If any customer or user data changes, the customer must notify Way without undue delay. Way shall update the customer data accordingly.
9. User data will only be administered by Way if the customer appoints Way as an administrator (ADMIN).

Availability and Customer Responsibility

1. The SaaS Platform is operated in a cloud-based environment (currently Google Cloud Platform). Changes made by cloud or other infrastructure providers may affect the functionality or operation of the SaaS Platform.
2. The customer is responsible for all content and usability of the data uploaded to the SaaS Platform, including prompts, voice recordings, images, documents and other uploads, and for obtaining and maintaining all rights, consents, permissions and authorisations required for their use by Way and Wayne.
3. The customer shall ensure that such use does not infringe any third-party rights, including intellectual property rights, and shall promptly cease any infringing use. The customer is further

responsible for ensuring that factory-installed modems, APIs, OEM or Manufacturer Integrations, customer accounts, vehicle access permissions and manufacturer portal permissions required for the use of the SaaS Platform are available and valid.

4. The IT infrastructure used by the customer for this purpose must be protected at the customer's own expense by appropriate security measures that at a minimum comply with the current standards for technical and organizational measures, to prevent data manipulation, hacker or cyberattacks, and any resulting irregular use or impairment of Way. The customer shall notify Way without undue delay of any irregular use, impairment, revoked permissions, changes to APIs or other exceptional incidents that may have a negative impact on Way and the SaaS Platform.
5. The customer is solely responsible for the lawful processing and management of usage data, including data relating to additional users, driver scores, grades, driving, shift and rest times, tachograph information, emissions values, cost calculations, maintenance insights and diagnostic fault codes . The customer shall ensure that such processing and management comply with all applicable legal requirements, including requirements relating to monitoring , profiling, automated decision-making, transparency, employee information and employee representative rights, and data protection impact assessments, where applicable. The customer shall determine whether and for which purposes vehicle or driving data may be associated with identifiable drivers, whether driving behaviour or vehicle activity may be monitored, and whether driver-related scores or driving, shift or rest-time information may be generated or used.
6. The Customer shall not use driver scores, activity tracking information, Tachograph Data or other driver-related information without independent verification as the sole basis for employment, disciplinary, remuneration, dismissal, safety, tax, accounting, regulatory or other material decisions.
7. The customer must treat the access credentials for Way as confidential and protect them against unauthorized third-party misuse. The customer must create a separate access for each user. Users are strictly prohibited from disclosing user credentials, including passwords, to any third party and must ensure the confidentiality and security of such credentials at all times.
8. The customer is responsible for regularly backing up and verifying the data they entered into the SaaS Platform and for timely exporting any compliance-critical or business-critical data required for its own record-keeping, regulatory, operational, or business purposes. Each party shall take reasonable measures to mitigate any loss for which it seeks compensation, and any failure to do so may reduce recoverable damages to the extent provided by applicable law. In the event of data loss or data corruption caused by Way, only the costs for reproducing the data, creating backup copies, and restoring data that would have been lost or corrupted even if proper daily data backups and timely exports had been performed will be compensated.

KYV (Know Your Vehicle)

1. The customer represents and warrants that it acts as User of each vehicle in accordance with Art. 3 Nr. 12 Data Act for which it provides or claims Product Data in connection with the SaaS Platform, and that it maintains all customer accounts, vehicle access permissions, manufacturer portal permissions and other authorisations required to access and provide such Product Data through OEM or Manufacturer Integrations.
2. The customer shall ensure that only vehicles which they own or otherwise lawfully control and are authorised to access are used as sources for Product Data and Tracking Services under this Agreement.

3. The customer further warrants that no third party's ownership or rights prevent the lawful provision and use of Product Data relating to such vehicles, including through OEM or Manufacturer Integrations, and that any applicable data subscription fees are paid by the customer unless otherwise agreed in writing.
4. Way reserves the right to request from the customer specific information or documentation as evidence of ownership, lawful control, vehicle access permissions or manufacturer portal permissions, or to prescribe a specific procedure for verifying ownership or access rights under this Agreement.

Data Access and Usage

1. The Parties acknowledge and agree that the vehicles and other IoT devices within the meaning of clause 2.4 and used by the customer qualify as Connected Products. Accordingly, the User has a free right of access to the Product Data generated using such Products in accordance with Chapter II of the Data Act.
 - The customer undertakes to provide Way with access to all readily available Product Data generated by the vehicles, including relevant metadata, in a comprehensive, structured, commonly used and machine-readable format and, where technically feasible, continuously and in real-time. The customer shall maintain all customer accounts, vehicle access permissions, manufacturer portal permissions, factory-installed modems, APIs and other authorisations required for such access. If the OEM, Manufacturer or any other Data Holder contractually restricts, refuses or otherwise prevents the direct transfer of Product Data to Way, including as a result of rate limits, changes to or discontinuation of APIs, revoked permissions or unpaid data subscription fees, the customer shall use reasonable efforts to ensure that the Product Data is otherwise made available to Way by alternative means, in a structured, commonly used and machine-readable format and, where technically feasible, continuously and in real-time.
 - The customer represents and warrants that it is entitled to access and provide the Product Data to Way, that the vehicles qualify as connected products under the Data Act, and that no rights of third parties prevent or restrict such provision.
 - The customer shall cooperate in good faith with Way to ensure the continuous availability of Product Data and shall provide all reasonable assistance to enable Way to exercise the customer's rights under the Data Act. The customer shall notify Way without undue delay of any revoked permissions, changes to APIs, rate limits or other restrictions imposed by OEMs, Manufacturers or other Data Holders that may affect the availability, completeness or timeliness of Product Data. Subject to applicable Union and national law, including legislation on the protection of personal data, the Data Recipient is authorised to use the Product Data for the following purposes ("Authorised Purposes"):
 - Providing, operating and improving Way's software-as-a-service platform for tracking and monitoring vehicles
 - Ensuring the functionality, safety and performance of the Products as integrated into the platform
 - Developing new or improved features, analytics, or related services offered by Way
 - Generating aggregated and anonymised datasets for lawful commercial and statistical purposes, provided such datasets do not enable re-identification of the customer or specific vehicles
 - Any additional purposes expressly agreed between the Parties in writing

2. Way shall not use the Product Data for:
 - Profiling of natural persons within the meaning of Article 4(4) GDPR, unless permitted under applicable data protection law
 - Developing a product that competes directly with the Products
 - Deriving insights about the User's broader economic situation or methods in a manner that would undermine the User's commercial position
 - Any purpose contrary to Union or national law
3. To the extent the Product Data includes personal data, Way shall process such data strictly in accordance with applicable data protection legislation, including Regulation (EU) 2016/679 (GDPR).
4. Way shall erase the Product Data, or render it irreversibly anonymised, when it is no longer necessary for the Authorised Purposes, unless otherwise required by Union or national law. Way may retain aggregated or irreversibly anonymised data that does not identify the Customer, any User, or any natural person.
5. The customer expressly acknowledges and agrees that the provision of Way's platform services is dependent upon the User's compliance with the obligations set out in this Section, including the maintenance of the customer accounts, vehicle access permissions, manufacturer portal permissions, factory-installed modems, APIs, data subscriptions and other authorisations required for the relevant OEM or Manufacturer Integrations. If the customer fails to provide or maintain access to the Product Data as agreed, Way may be unable to provide the platform services in whole or in part.

Emissions Accounting

1. Way calculates emissions in kilograms of CO₂e using vehicle, fuel and charging data available through the SaaS Platform. The calculations may distinguish between Tank-to-Wheel emissions, reflecting emissions arising from the use of fuel or energy by the vehicle, and Well-to-Wheel emissions, also taking into account relevant upstream emissions associated with the production and supply of that fuel or energy.
2. Way applies the principles and calculation approach of the GLEC Framework and ISO 14083 to the extent relevant to the available data and configured functionality. Where measured or sensor data is unavailable or incomplete, Way may use customer-provided data, published emission factors or other available assumptions. The resulting information may be aggregated for fleet-level reporting, including for Scope 1 and Scope 3 reporting purposes, and may contain estimates. Emissions calculations are provided as analytical and reporting information based on the data and methodology available to Way and do not constitute a guarantee of actual emissions or a certification of regulatory, tax, accounting or other compliance.
3. The Customer is responsible for ensuring the completeness and accuracy of the fuel, charging, vehicle and other data required for emissions calculations and for reviewing the assumptions, emission factors, system boundaries and results used before making material use of the Emissions Data.

Vehicle and Energy Cost Functions

1. The SaaS Platform can record vehicle purchase and lease costs, VAT, recurring fees and excess-mileage thresholds.

2. The SaaS may calculate fuel and charging costs using Customer-provided tariffs and available public price feeds, including Eurostat, the European Commission Weekly Oil Bulletin and Statistics Finland.

Maintenance and Diagnostic Functions

1. Way provides maintenance and diagnostic functionalities based on available vehicle data. These functionalities may include tracking service intervals, component wear and inspection dates, and displaying dashboard warning lights and diagnostic fault codes.
2. The resulting information is intended to support the Customer's maintenance planning and vehicle management.

Remote Tachograph Downloads

1. The SaaS Platform may retrieve, validate and store digital tachograph files through vehicle manufacturer modems and remote company-card hosting services, including the monitoring of applicable download deadlines for driver cards and vehicle units.
2. Availability depends on the required vehicle hardware, manufacturer connections, company-card hosting, accounts, permissions and data access.

Scoring and Analysis of Vehicle Driving Data

1. The SaaS Platform may record harsh acceleration, harsh braking, harsh cornering, idling and speeding.
2. This data may be used to generate indicative scores on a scale from 0.0 to 1.0 and corresponding grades from A to E. The algorithm used for such classification and scoring is indicative only and does not replace human assessment or decision-making.
3. Way may also derive shift times, driving duration and rest breaks from available vehicle motion and ignition data.
4. Way stores Trip Summaries for up to seven (7) years while the relevant paid subscription remains active. Way compresses or deletes Raw GPS Records after ninety (90) days, subject to any longer retention required by applicable law. The Customer is responsible for exporting any Trip Summaries, Raw GPS Records or other records required for its legal, regulatory, tax, accounting or operational purposes before the applicable retention period expires or the Agreement ends.

AI Assistant (Wayne)

1. The AI Assistant may process text, documents, PDFs, voice recordings, transcriptions and vehicle damage images submitted through the available Message Channels.
2. The AI Assistant is read-only by default and may perform changes or other Automated Actions only following the Customer's or User's express, specific and prior authorisation.
3. The Customer remains responsible for the Prompts, uploaded content and any instructions or authorisations provided to the AI Services.

Trial Period

1. If the customer participates in a trial period of the SaaS Platform, this trial period and its conditions shall be specified during the registration process and form an integral part of the Agreement. No separate written agreement is required.
2. Upon expiration of the trial period, unless the customer cancels or opts out as described during registration, the customer's access to the SaaS Platform may automatically convert to a paid subscription under the terms and compensation plan selected at registration. The customer will be informed of the applicable fees and payment terms prior to such conversion.

Compensation

1. Access to the SaaS Platform is granted on a subscription basis according to the selected plan, and the following provisions apply immediately after the end of any agreed trial period or, if no trial period has been chosen, from the commencement of access to the SaaS Platform.
2. Fees are due monthly after the respective month of usage and are non-refundable unless required by law.
3. Failure to pay may result in suspension or termination.
4. Subscriptions automatically renew unless cancelled.
5. Way reserves the right to amend the terms and the amount of the compensation. Way shall give notice to the customer by email of any changes to the compensation and the date from which such changes take effect. Unless the Customer objects in writing (email) within fourteen (14) days of receipt of such notice, the customer shall be deemed to have accepted the amended compensation. If the Customer objects, such objection shall be deemed a termination of the Agreement, effective on the day immediately preceding the effective date of the amended compensation.

Assignment of Rights

1. Way is the sole and exclusive owner of all rights relating to the SaaS Platform.
2. Way grants the customer a non-exclusive, non-transferable, limited right to use the SaaS Platform in accordance with its intended purpose.
3. The source code of the SaaS Platform will not be made available to the customer, and the customer agrees not to engage in reverse engineering, disassembly, decompilation, translation, or unauthorized disclosure, nor to cause, instruct, or enable any of these actions, unless permitted by applicable mandatory law.
4. The customer may not reproduce the SaaS Platform unless it is necessary for its contractual use, for reasonable backup or disaster recovery purposes, or otherwise permitted by mandatory statutory provisions. Contractual reproduction includes loading the software into the RAM of the provider's server, but not temporary installation or storage on the customer's own data carriers (such as hard drives or similar). Documentation may only be reproduced for internal use.
5. The customer is not authorized to grant usage rights of Way or of any accompanying materials to third parties. An exception to this is the creation of user accounts.
6. To the extent necessary for contractual use, the customer shall grant Way the right to reproduce the data stored by Way on behalf of the customer and to store such data in a backup data center. If required to remedy disruptions, Way is permitted to make changes to the data structure and format.

Cookies

1. Way may use PostHog and comparable analytics technologies for logged-in Users to understand the use of the SaaS Platform, monitor its functionality, security and performance, and evaluate and develop features. Such use is subject to applicable legal requirements and the then-current Privacy Notice and Cookie Notice.
2. In connection with such use, Way may process information relating to the use of the SaaS Platform and may store or access information on the User's terminal device through cookies or comparable technologies. Details of the purposes, categories of data, storage periods, recipients and technologies used are set out exclusively in the Privacy Notice and Cookie Notice.
3. Acceptance of these Terms, access to or continued use of the SaaS Platform, or logging in does not constitute consent to non-essential PostHog analytics or related storage or access on a User's terminal device. Where consent is required, it shall be obtained through a separate consent mechanism. Users may change or withdraw their choice through the Privacy Settings. The consent choice may be stored for subsequent sessions so that Users are not required to provide it again on each login.

Warranty and Liability

1. Way shall not be liable for any indirect or consequential loss or damage, including loss of profit, revenue, business, contracts, anticipated savings, goodwill, reputation, production, use, opportunity, or data, or for losses arising from decisions or actions based on AI Outputs, Automated Actions, driver scores, activity tracking information, Tachograph Data, emissions calculations, vehicle or energy cost calculations, maintenance or diagnostic insights, third-party data, public price feeds, delayed or incomplete telemetry, or unavailable integrations or services.
2. Way's aggregate liability for all claims arising out of or in connection with the Agreement, whether in contract, tort or otherwise, shall not exceed the fees paid by the Customer for the SaaS Platform in the twelve (12) months preceding the event giving rise to liability. This cap applies only to recoverable direct loss and does not revive or override excluded categories of loss.
3. The Customer represents and warrants that it is entitled to access and provide the Product Data to Way, that the vehicles qualify as Connected Products under the Data Act, and that no rights of third parties prevent or restrict such provision. The Customer further represents and warrants that it maintains all customer accounts, vehicle access permissions, manufacturer portal permissions and other authorisations required for the relevant OEM or Manufacturer Integrations, and that any applicable data subscription fees are paid by the Customer unless otherwise agreed in writing.
4. The Customer is responsible for reasonably reviewing and independently verifying AI Outputs, Automated Actions, driver scores, activity tracking information, Tachograph Data, emissions calculations, vehicle or energy cost calculations, maintenance or diagnostic insights and other information made available through the SaaS Platform, and for all decisions and actions based thereon. Where such information is associated with an identifiable driver, the Customer remains responsible for determining whether and for which purposes it may lawfully be used. Such information constitutes analytical or decision-support information only and does not, by itself, establish misconduct, poor performance, unsafe driving, a breach of employment obligations, legal non-compliance or any other legal conclusion.

5. Way shall not be liable for any reduced functionality, delay, incompleteness, inaccuracy, or unavailability resulting from data or services provided by Connected Products, Manufacturer Systems, OEMs, logistics partners, Customer Content, users, third-party services, public price feeds, vehicle hardware, wireless networks, data quality, configuration, permissions, APIs, rate limits, or other factors outside Way's reasonable control, including changes to, restrictions on, discontinuation of, or failures of OEM or Manufacturer Integrations, APIs, factory-installed modems, customer accounts, vehicle access permissions, manufacturer portal permissions, data subscriptions, or third-party services.
6. The foregoing limitations and exclusions of liability also apply to acts and omissions of Way's employees, subcontractors, and other persons used in the performance of its obligations as if they were its own, unless mandatory statutory provisions take precedence.
7. The exclusions and limitations in these Terms, including the exclusions of loss and the aggregate liability cap, do not apply to liability to the extent that it cannot be excluded or limited under mandatory Finnish law, including,
 - Liability for death or personal injury
 - Liability caused by wilful misconduct or gross negligence, whether arising in contract or in tort
 - Liability under the Finnish Product Liability Act (694/1990) or other mandatory product safety or compliance legislation.
- 8.

Obstacles to Performance and Force Majeure

The ICC Force Majeure Clause ("short version") shall apply to these terms of use.

Miscellaneous

1. The place of performance is Helsinki. The place of jurisdiction shall be the registered office of Way. The laws of the Unitary Parliamentary Republic of Finland, excluding its conflict-of-law rules shall apply exclusively. However, Way is entitled to bring legal action at the customer's general place of jurisdiction.
2. Changes to these terms of use that do not relate to compensation will be communicated to the customer in text form. This notice must include the reason, nature and scope of the changes. The customer then has the opportunity to object to these changes within 14 days of receipt of the information. If the customer does not object, their consent to the changes shall be deemed granted. If the customer does object, this shall be considered a termination of the use of Way, effective at the end of the day prior to the date the changes take effect.
3. Should any provision of these terms of use be or become invalid, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a valid one that most closely reflects the intent and economic purpose of these terms of use.

Contact

Questions? Email us at info@way.cloud.

Appendix 1: Service Level Agreement (SLA)

This Service Level Agreement ("SLA") defines the availability, maintenance, and support commitments for Way's SaaS Platform. This SLA forms part of the Agreement between Way and the Customer.

1. Service Availability Commitment

1. Way targets a Monthly Uptime Percentage of at least 99.0% for the production SaaS Platform during each calendar month.
2. Monthly Uptime Percentage is calculated as follows: $((\text{Total Scheduled Minutes in Month} - \text{Downtime Minutes}) / \text{Total Scheduled Minutes in Month}) * 100\%$.
3. "Total Scheduled Minutes" means the total minutes in the calendar month minus Permitted Downtime.
4. "Downtime" means the total minutes in a calendar month during which the production SaaS Platform web application and API endpoints are completely inaccessible to Customer users, excluding Permitted Downtime.
5. Telemetry data delivery, freshness, and the availability, accuracy, completeness, or timeliness of AI Outputs, Automated Actions, driver scores, emissions calculations, vehicle or energy cost calculations, maintenance or diagnostic insights, and tachograph data depend on vehicle hardware, wireless networks, vehicle manufacturer systems, third-party services, public price feeds, data quality, configuration, and other external factors. Way uses commercially reasonable efforts to receive, process, and display such information. Delays, incompleteness, or inaccuracies in telemetry or such information do not count as Downtime..

2. Permitted Downtime and Exclusions

Downtime does not include service unavailability, delay, or degradation caused by:

1. **Scheduled Maintenance:** Planned maintenance conducted outside core business hours (22:00 to 06:00 EET / EEST, or weekends) with at least 5 business days' prior notice via email or platform announcement.
2. **Emergency Maintenance:** Critical security updates or urgent operational patches conducted with as much advance notice as practically possible.
3. **OEM, Aggregator and Third-Party Data Outages:** Outages, API changes, rate limits, inaccurate, incomplete, delayed, or unavailable data, public price feed changes or interruptions, or service interruptions caused by vehicle manufacturers (OEMs), connected car aggregators, third-party telematics providers or other third-party data providers.
4. **Vehicle Hardware and Operating States:** Incompatible vehicle hardware, depleted vehicle batteries, physical device disconnections, or factory modem sleep cycles during parking or ignition-off states.
5. **Consent Revocation:** Data interruption caused by a driver or vehicle owner revoking data permissions through OEM mobile applications or brand portals.

6. **Telecommunications Networks:** Wireless network dead zones, cellular carrier congestion, carrier network deprecation, or GPS and GNSS satellite signal degradation.
7. **Customer Systems:** Customer networks, firewall configurations, local hardware, browser incompatibilities, or unauthorised account access.
8. **Third-Party Cloud Infrastructure:** Outages or degradations of underlying cloud, identity, or map tile providers outside Way's direct control.
9. **Force Majeure:** Events outside Way's reasonable control as defined in these Terms.

3. Support Services and Incident Response

1. Support is available through in-app chat and email (support@way.cloud) during standard business hours: Monday to Friday, 09:00 to 17:00 Finnish local time (EET / EEST), excluding Finnish public holidays.
2. Initial Response means an initial assessment of the reported issue by a qualified team member. Automated ticket acknowledgements do not satisfy this target.
3. Way classifies and responds to reported incidents using the following table:

Severity	Definition	Initial Response Target
Severity 1 (Critical)	Production SaaS Platform is down or inaccessible to all Customer users.	< 1 business hour
Severity 2 (Major)	Major feature is severely impaired (such as live fleet view) with no available workaround.	< 4 business hours
Severity 3 (Normal)	Non-critical feature issue or performance degradation with an available workaround.	< 1 business day
Severity 4 (Minor)	Minor cosmetic issue, documentation question, or routine configuration request.	< 2 business days

4. Repeated or Prolonged Downtime

1. If Way fails to achieve a Monthly Uptime Percentage of at least 95.0% in 2 consecutive calendar months, or experiences continuous unscheduled Downtime exceeding 24 consecutive hours, the Customer may terminate the Agreement for cause.
2. To exercise this right, the Customer must provide written notice of termination to support@way.cloud within 30 calendar days after the end of the second qualifying calendar month or the conclusion of the outage.
3. Upon termination under this section, Way will refund any prepaid, unearned subscription fees covering the period following the effective date of termination.
4. This termination right is the Customer's sole and exclusive remedy for any failure by Way to meet the availability commitments in this SLA.

Appendix 2: Data Processing Agreement (DPA)

This Data Processing Agreement ("DPA") governs the processing of personal data by Way on behalf of the Customer in connection with the SaaS Platform. This DPA forms part of the Agreement.

1. Parties and Roles

1. The Customer is the controller and Way is the processor under Regulation (EU) 2016/679 (GDPR).
2. Way processes personal data only on documented instructions from the Customer and to provide the SaaS Platform and related services described in the Agreement.
3. This DPA supplements the Terms on personal data processing. If they conflict on data protection matters, this DPA prevails.

2. Processing Scope and Details

- **Subject Matter:** Provision of fleet telematics, tracking, analytics, - Scoring of Vehicle Driving Data and grading, driving event, activity tracking, driving and rest period and shift time services, tachograph data services, AI services, messaging and communication services, emissions reporting, vehicle and energy cost reporting, maintenance insights, inspection and diagnostic services, and driver safety services..
- **Duration:** The term of the Agreement and any period needed to complete data return or deletion.
- **Categories of Data Subjects:** Customer employees, contractors, vehicle operators, drivers, staff members using messaging or communication services and designated platform users.
- **Categories of Personal Data:** Driver identities, driver card numbers, vehicle assignments, real-time location coordinates, journey routes, driving event telemetry, - driving events, driver scores and grades, speed, driving and rest periods, shift times, tachograph files, vehicle diagnostics, maintenance schedules, inspection dates, dashboard warnings and diagnostic fault codes, emissions data, vehicle and energy cost data, user contact details, driver and staff telephone numbers used for WhatsApp, message and communication data, voice recordings and transcriptions, vehicle damage photographs, AI prompts and responses, documents and uploaded Customer Content, and system access credentials.
- **Customer Obligations:** The Customer warrants that it has established a lawful basis under Article 6 (and Article 9 or 10 if applicable), provided statutory notices - and appropriate transparency information to drivers and personnel, and satisfied applicable data protection, employee privacy, labour and employment law and technical monitoring, profiling, automated decision-making, data protection impact assessment and employee representative requirements in connection with Scoring of Vehicle Driving Data, activity tracking, tachograph data and AI services before transferring data to Way..

3. Processor Obligations

Way must:

1. **Documented Instructions:** Process personal data only on documented instructions from the Customer, including transfers outside the European Economic Area (EEA), unless Union or Member State law requires otherwise. Service configurations and API calls constitute documented instructions.

2. **Confidentiality:** Ensure that all personnel authorised to process personal data commit to confidentiality or are under an appropriate statutory obligation of confidentiality.
3. **Security Measures:** Implement appropriate technical and organisational measures per GDPR Article 32 to ensure a level of security appropriate to the risk, as specified in Schedule 2.2.
4. **Sub-processors:** Comply with the sub-processor requirements set out in Section 4 below and remain fully liable to the Customer for sub-processor performance.
5. **Data Subject Rights:** Assist the Customer through appropriate technical and organisational measures, insofar as possible, to respond to requests by data subjects exercising their Chapter III rights.
6. **Assistance:** Assist the Customer in demonstrating compliance with GDPR Articles 32 through 36, taking into account the nature of the processing and the information available to Way.
7. **Breach Notification:** Notify the Customer without undue delay upon becoming aware of a personal data breach affecting Customer personal data.
8. **Deletion and Return:** At the choice of the Customer, delete or return all personal data after the end of the provision of services, and delete existing copies unless Union or Member State law requires storage. Routine backup copies are deleted in accordance with Way's standard backup rotation schedule.
9. **Audits and Demonstrating Compliance:** Make available to the Customer all information necessary to demonstrate compliance with GDPR Article 28, and allow for and contribute to audits conducted by the Customer or an independent auditor mandated by the Customer, on 30 days' prior written notice during standard business hours.

4. Sub-processors and Transfers

1. **General Authorisation:** The Customer grants general written authorisation for the engagement of the sub-processors listed in Schedule 2.1.
2. **Notice of Changes:** Way must inform the Customer at least 30 calendar days in advance of any intended addition or replacement of a sub-processor.
3. **Objection Rights:** The Customer may object to an intended addition or replacement of a sub-processor on reasonable data protection grounds within 14 calendar days of receiving notice. If Way cannot resolve the objection, either party may terminate the affected service without penalty upon written notice.
4. **International Transfers:** Way must not transfer Customer personal data outside the European Economic Area (EEA) without a valid Chapter V transfer mechanism, such as an adequacy decision or standard contractual clauses (SCCs), and shall implement any supplementary measures required by applicable data protection law.

Schedule 2.1: Approved Sub-processors

Sub-processor	Legal entity	Location	Service description
Amazon Web Services	Amazon Web Services EMEA SARL, 38 Avenue John F. Kennedy, L-1855 Luxembourg	Luxembourg company, part of a US group. Data processed in the EU.	Telematics data intake and Claude model access for engineering investigation
Clerk	Clerk, Inc., 660 King Street, Unit 345, San Francisco, CA 94107, United States	US company. Data processed in the US. EU-US Data Privacy Framework.	User identity, authentication, and access control

Sub-processor	Legal entity	Location	Service description
Cursor	Anysphere, Inc., 2261 Market Street STE 86466, San Francisco, CA 94114, United States	US company. Data processed mainly in the US. Standard Contractual Clauses.	AI code editor used during engineering investigation
Ford Pro	Ford Smart Mobility U.K. Limited (company no. 11099683), Business Unit 2, Broadcast Centre, Here East, Queen Elizabeth Olympic Park, Stratford, London E20 3BS, United Kingdom	UK company, part of a US group. Data processed in the UK, the US and India. Appropriate safeguards under the Ford Pro agreement.	OEM telematics data for connected Ford vehicles
Foursquare	Foursquare Labs, Inc., 101 Montgomery Street #900 PMB 17511861, San Francisco, CA 94104, United States	US company. Standard Contractual Clauses.	Point-of-interest and place lookup near vehicle locations
Gemini API	Google Cloud EMEA Limited, 70 Sir John Rogerson's Quay, Dublin 2, Ireland	Irish company, part of a US group. Data may be processed outside the EU. EU-US Data Privacy Framework.	AI background tasks for the Wayne assistant
GitHub	GitHub, Inc., 88 Colin P. Kelly Jr. Street, San Francisco, California 94107 USA	US company. Data processed in the US. EU-US Data Privacy Framework.	Source code hosting, including vehicle-data samples used to test the service
Google Cloud	Google Cloud EMEA Limited, 70 Sir John Rogerson's Quay, Dublin 2, Ireland	Irish company, part of a US group. Data processed in the EU.	Primary cloud infrastructure, data storage, and AI models
High Mobility	High-Mobility GmbH (HRB 159630 B), Markgrafenstr. 35, 10117 Berlin, Germany	German company. Data processed in the EU.	OEM telematics aggregation across vehicle brands
Mapbox	Mapbox, Inc., 1133 15th St NW, Suite 825, Washington, DC 20005, United States	US company. Data processed in the US. EU-US Data Privacy Framework.	Map tiles, map rendering, geocoding, and routing
Mercedes-Benz Connectivity Services	Mercedes-Benz Connectivity Services GmbH (Stuttgart register no. 727792), Industriestraße 19-21, 70565 Stuttgart, Germany	German company. Data processed in the EU.	OEM telematics data for connected Mercedes vehicles
Mobilisights Connect	Mobilisights S.p.A. (VAT IT10342750014), Via Plava 86, 10135 Turin, Italy	Italian company. Data processed in the EU and the US. Standard Contractual Clauses.	OEM telematics data for connected Stellantis vehicles

Sub-processor	Legal entity	Location	Service description
PostHog	PostHog, Inc., 2261 Market St., #4008, San Francisco, CA 94114, United States	US company. Data hosted in Germany, with some processing in the US. EU-US Data Privacy Framework.	Product analytics, application error monitoring, and customer support
Slack	Slack Technologies Limited, Salesforce Tower, 60 R801, North Dock, Dublin, Ireland	Irish company, part of a US group. Data processed in the US. Binding Corporate Rules.	Team messaging, including summaries of assistant conversations
Twilio SendGrid	Twilio Ireland Limited, 70 Sir John Rogerson's Quay, Dublin 2, D02 R296, Ireland	Irish company, part of a US group. Data processed in the US. EU-US Data Privacy Framework.	SMS, WhatsApp, and transactional email delivery
TypeSafe AI	TypeSafe AI, Inc., 255 California St, Suite 1300, San Francisco, CA, United States	US company. Data processed in the US. Standard Contractual Clauses.	Structured AI decision primitives and prompt evaluation
Vercel	Vercel Inc., 440 N Barranca Ave #4133, Covina, CA 91723, United States	US company. Application hosted in Sweden, Germany and the UK, with some processing in the US. Standard Contractual Clauses.	Customer web application hosting and request relay
Volkswagen Group Info Services	Volkswagen Group Info Services AG (HRB 207876), Berliner Ring 2, 38440 Wolfsburg, Germany	German company. Data processed in the EU.	OEM telematics data for connected VW Group vehicles

Schedule 2.2: Technical and Organisational Measures

Way maintains technical and organisational measures in accordance with its Information Security Policy, Access Control Policy, Encryption Policy, and Backup Policy, including:

- Tenant isolation at the database and API authorisation levels
- Encryption of data in transit (TLS 1.3) and at rest (AES-256)
- Multi-factor authentication (MFA) and least-privilege role-based access
- Immutable audit logging and automated vulnerability scanning
- Regular data backups and tested disaster recovery procedures