



SUBSCRIPTION LICENSE TERMS

1. General

- 1.1 These Azets Subscription License Terms ("SLT") shall govern the End-User's limited right of use of the Software owned by Azets Insight Oy, Business ID: 0220227-1 ("Azets").
- 1.2 The End-User has signed a purchase order or other agreement ("PO") regarding purchase of limited rights to use the Software as defined in the PO. This SLT is an integral part of the PO and is binding on the End-User.
- 1.3 By signing the PO, installing, having installed, copying or using the Software, the End-User accepts this SLT. If the End-User does not accept this SLT, the End-User shall not install, copy or use the Software. Subject to acceptance of and compliance with this SLT, Azets grants the End-User a limited right of use, as stated in this SLT and PO.
- 1.4 For the avoidance of doubt, it is expressly stated that this SLT neither stipulates the entire terms of the PO between the End-User and Azets nor sets forth the terms for license fees, payments and prices, support services or other services between Azets and the End-User.

2. Definitions

- 2.1 All definitions are valid and used both in plural and singular form in this SLT regardless of how they are written in these definitions.

"Confidential Information" means any and all information, software, data, experience, design, models, prototypes, equipment or other documents, whether tangible or immaterial, whether of scientific, technical, financial or otherwise confidential nature not accessible or known to general public, and relating to Software, Azets or its products.

"End-User" means an end user that acquires a right of use of the Software from Azets.

"PO" means any agreement, between (i) Azets and (ii) the End-User, where the exact terms relating to the use of the Software, including but not limited to the number of licenses, license fees and pricing, and other terms are agreed.

"Software" means standard, commercially available software of Azets, including documentation, as well as any changes, additions and modifications thereto.

3. License grant

- 3.1 Azets hereby grants the End-User a limited, non-perpetual, non-exclusive, non-transferable right to use the Software for the End-User's internal business purposes. The license grant is subject to full payment of the licenses in accordance with payment terms set out in the PO.
- 3.2 The Software is licensed for limited period of time, and not sold. This SLT only gives the End-User certain rights to use the Software for its intended purpose. Azets reserves all other rights relating to the Software. Unless the mandatory applicable

law provides the End-User more rights than this SLT allows, the End-User may only use the Software as expressly permitted in this SLT.

- 3.3 The granted right of use of the Software does not include a right to sub-license the Software or a part of it to any third parties. Neither does the right of use of the Software include a right to rent, lease, distribute, grant security interest, or otherwise transfer or surrender the right of use of the Software or a part of it to any third parties.

The End-User has no right to (and/or may not attempt to) modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise reduce the Software to any human perceivable form (except to the extent that such activity is expressly permitted by the applicable law notwithstanding this limitation), to discover or reproduce source code of the Software, or any portion thereof, work around any technical limitations of the Software, or create derivative works based on the Software or any part thereof, start commercial hosting of the Software or publish the Software for others to copy.

- 3.4 The End-User shall have the right to make a necessary backup-copy of the Software for backup purposes but no other right to copy the Software or allow it to be copied even for private use. The backup copy of the Software may only be used if the original licensed copy of the Software is not operating designed. The backup copy shall contain the same copyright, trademark and other markings as the original Software. The backup copy shall be governed by this SLT.

- 3.5 The End-User agrees not to use or allow others to use the Software in design, development, testing or evaluation of other computer programs or products, which perform the same or similar functions as the Software.

- 3.6 The End-User is solely responsible for that the Software is used according to this SLT, its user instructions and manuals, as well as any and all technical limitations of the Software. Azets has the right to audit (including access to the End-User's business premises) the End-User's compliance with this SLT and the PO.

- 3.7 The license grant is subject to a legally binding PO which is governed by this SLT, and the license is limited to a specific number of users and/or devices that may access or use the Software.

- 3.8 The right of use of the Software, as granted in this SLT, is valid as long as this SLT remains in force or as otherwise stated in the PO.

4. Compliance with laws and regulations

- 4.1 The End-User agrees to comply with governmental and intergovernmental export restrictions. The End-User is not allowed to use the Software contrary to such restrictions. The Software is subject to U.S. and European Union export jurisdictions.

- 4.2 The End-User shall comply with all international and national laws and regulations applicable to the Software. These laws include, without limitation, U.S. Export Administration Regulations and all applicable anti-corruption laws.

- 4.3 The End-User shall, at its own expense, obtain and maintain governmental authorizations, licenses, approvals, registrations and filings that may be required under applicable laws to use the Software. For the avoidance of doubt, if the End-User uses the Software in a country, location or legal system that Azets

has no presence in, the End-User shall be solely responsible for aforesaid obligations.

5. Intellectual property rights

5.1 Nothing in this SLT can be interpreted so that Azets would be surrendering any of Azets' or third parties' intellectual property rights to the End-User by virtue of this SLT. Azets owns all intellectual property rights in and to the Software, including but not limited to, all copyrights, trade secrets, patents and trademark rights.

5.2 To the extent Azets allows the End-User to use any trademarks, trade names logos or other equivalent identifications of Azets, nothing in this SLT gives the End-User the right to do anything which might adversely affect the validity or enforceability of any trademark, trade name, logos or other equivalent identifications belonging, owned, registered by and/or licensed to Azets, or any of the rights of Azets. Any such right given to the End-User to use Azets' trademarks, trade names, logos or other equivalent identifications may be revoked at any time at the sole discretion of Azets. The End-User shall not register in its own name any of Azets' trademarks, trade names, logos or other equivalent identifications, nor shall the End-User attach any additional trademarks, trade names, logos or other equivalent identifications to the Software without a prior written consent of Azets.

5.3 Azets may, at its sole discretion, review all the End-User's use of any Azets trademarks, trade names and intellectual property rights at the End-User's business premises or anywhere else where the End-User is or might be using the Software from time to time.

5.4 The End-User acknowledges and agrees that any and all modifications, enhancements, updates, error corrections, translations or other changes to the Software performed by Azets shall belong exclusively to Azets, unless otherwise specifically set forth in this SLT or separately agreed by Azets in writing.

6. Warranty

6.1 Azets warrants only that the operation of the Software, when used properly according to all instructions and in the agreed operating environment, will conform in material respects to the description in the Software's documentation for such versions. Azets does not warrant that the Software works or performs satisfactorily with any of the End-User's products and/or software, or that the End-User's products and/or software will perform satisfactorily with the Software.

6.2 Azets may perform error corrections during the subscription period.

6.3 The warranties set out in this Section 6 (Warranty) shall be Azets' exclusive warranties and in lieu of all other warranties, expressed or implied, statutory or otherwise to the extent permitted by applicable law.

7. Confidentiality

7.1 Both Azets and the End-User agree to keep confidential any and all Confidential Information received from each other, and agree not to reveal it to any third party as well as not to use the Confidential Information in any other way than for the purpose of this SLT and/or the PO. It is stated for the sake of clarity that Azets has the right to convey the Confidential Information to parties requiring the information for the production and/or provision of the support services relating to the Software. Azets is allowed to

convey the Confidential Information to third parties only to the extent necessary in order to properly provide the said support services.

7.2 The End-User is bound by the confidentiality obligations set forth hereunder for the term of this SLT and for five (5) years after the termination of this SLT.

8. Limitation of liability

8.1 Azets is not, under any circumstances, liable to the End-User for any indirect, special, incidental or consequential damages, losses or expenses including, but not limited to, loss of use, loss of profits or revenues, loss of data, or loss of goodwill, even if the End-User has been advised of the possibility of such damages in advance.

8.2 To the extent permitted by the applicable law, Azets is not, under any circumstances, liable to the End-User by reason of any representation or breach of any implied condition, warranty or other term or any duty under any law or statute, or under any express terms of this SLT, for any direct loss, damages, costs, expenses or other claim for compensation whatsoever.

9. Indemnity

9.1 Azets will, at its own expense, defend and indemnify the End-User against any claim that the Software supplied and used within the scope of this SLT and any other relevant instructions infringes patents, copyrights, trade secrets or other equivalent intellectual property rights of a third party, but such defense is conditioned on the End-User: a) giving Azets a written notice of any such claim within thirty (30) calendar days of the End-User receiving notice of such claim; b) surrendering to Azets total control over the defense and all related settlement negotiations if so requested by Azets; and c) cooperating fully with Azets in the defense and/or settlement of such claim.

9.2 If the Software becomes or is likely to become the subject of an infringement claim, Azets may, at its own expense, procure the End-User a right to continue using the Software, modify, without admitting to any infringement, the Software so that it no longer infringes the third party right, or terminate the license for the infringing Software and refund the paid license fee.

9.3 The aforementioned indemnity clauses describe the End-User's sole remedies and Azets' sole liability concerning any infringement or claim of infringement relating to the Software, parts of the Software or any related intellectual property rights.

10. Product updates and support

10.1 Subject to a separate agreement Azets will install any upgrades and/or improvements to the Software. Azets shall inform the End-User of any available upgrades or improvements to the Software.

10.2 Azets shall not make the referred upgrades and/or improvements available to the End-User unless the End-User has a valid enhancement plan that entitles the End-User to receive enhancements for the respective Software.

11. Term and termination

11.1 This SLT enters into force when the PO is signed, the Software is installed for the End-User or the End-User otherwise begins to use the Software (whichever is the earliest), and remains valid until the term of this SLT expires or is terminated.

- 11.2 Azets shall be entitled to terminate this SLT with immediate effect by giving the End-User a written notice of termination, if; a) the End-User fails to pay an invoice/invoices within thirty (30) days from the due date; b) the End-User commits a breach of any material term of this SLT and fails to remedy the breach within thirty (30) days following a written notice specifying the breach; or c) the End-User becomes directly or indirectly involved in the design, development, manufacture and/or distribution of any products and/or software which compete with the Software.
- 11.3 Termination on this SLT does neither limit Azets from pursuing any other remedies available to it, nor does the termination relieve the End-User from its obligation to pay to Azets all license fees and other payments accrued prior to the termination.
- 11.4 If this SLT is terminated, the End-User shall immediately cease using the Software and verify to Azets within one (1) month after termination of this SLT that the End-User has destroyed or returned the Software and all its copies to Azets.

12. Miscellaneous

- 12.1 Assignment. The End-User is not entitled to assign, mortgage, charge, set a floating charge on or otherwise transfer or sublicense any rights under this SLT to any third party without the prior written consent of Azets.
- 12.2 Validity and severability. If, at any time, any provision of this SLT is or becomes illegal, invalid or unenforceable in any respect under any applicable law, the legality, validity or enforceability of the remaining provisions of this SLT shall in no way be affected or impaired thereby. The invalid provision shall be replaced by a valid one that achieves to the extent possible the original purpose and commercial goal of the invalid provision.
- 12.3 Governing law. This SLT shall be governed by the laws of Finland (to the exclusion of its conflict of laws rules). The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
- 12.4 Settlement of disputes. Any disputes, controversies or claims arising out of or relating to this SLT, or the breach, termination or validity thereof, shall primarily be solved amicably through negotiations between Azets and the End-User. If the negotiations do not result in a settlement within thirty (30) days from the date of a written request to commence such negotiations, all disputes, controversies or claims arising out of or relating to this SLT, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The seat of arbitration shall be Helsinki, Finland and the language of the arbitration shall be English.
- 12.5 Waiver. Neither the failure to exercise, nor any delay in exercising, on the part of either Party, any right or remedy hereunder shall operate as a waiver thereof. Neither shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof nor the exercise of any other right or remedy.