

FINGERTIP FOR MICROSOFT TEAMS END USER LICENSE AGREEMENT

BY DOWNLOADING, INSTALLING, COPYING, ACCESSING OR USING THIS SOFTWARE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF ANOTHER PERSON OR COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON, COMPANY OR LEGAL ENTITY TO THESE TERMS.

THIS SOFTWARE CAN BE USED IN YOUR DECISION MAKING PROCESSES AND MAY PROVIDE YOU WITH RECOMMENDATIONS FOR DECISIONS. YOU ACKNOWLEDGE THAT YOU ARE SOLELY RESPONSIBLE FOR ALL DECISIONS MADE WITH AND IN THIS SOFTWARE AND THE POTENTIAL CONSEQUENCES OF SUCH DECISIONS REGARDLESS OF WHETHER THEY WERE BASED ON A RECOMMENDATION FROM THIS SOFTWARE.

IF YOU USE THE SOFTWARE AS BETA SOFTWARE OR ON A FREE TRIAL BASIS, THIS AGREEMENT WILL ALSO GOVERN THE USE OF THE BETA SOFTWARE OR FREE TRIAL.

IF YOU DO NOT AGREE TO THESE TERMS: DO NOT DOWNLOAD, INSTALL, COPY, ACCESS OR USE THE SOFTWARE.

In this End User License Agreement (the “**Agreement**”), capitalized words and terms have specific meanings that are defined throughout the body of the Agreement. This Agreement is between you and those of your affiliates that are specified in the applicable purchase order (“**You**” or the “**Customer**”) and Fingertip Oy (“**Fingertip**”).

1. Definitions

Purchase Order means the applicable order, whether digital or in paper, or an order through the Microsoft Marketplace for the Software as accepted by Fingertip.

Software means the Fingertip software program for Microsoft Teams licensed by Fingertip to the Customer under this Agreement including any modifications as indicated in the purchase order.

Third Party Software means software components including but not limited to open source software, embedded in or accompanying the Software and provided under separate license terms.

Force Majeure Event means an event, or a series of related events outside the reasonable control of the affected party and could not have been prevented by commercially reasonable precautions including but not limited to failures of the internet, power failures, fire, flood, earthquake, elements of nature, acts of war, terrorism, riots, civil disorders, rebellions, revolutions, sabotage, strikes and labor disputes.

2. License Grant

Subject to the terms and conditions of this Agreement and the Purchase Order and due payment of the annual license fee, Fingertip hereby grants You a non-exclusive, non-transferable right to use the Software solely for Your internal operations during the license term and within the defined number and type of licenses as specified in the Purchase Order. The license granted hereunder also includes any and all batches, updates and new versions of the Software that Fingertip may provide to You in accordance with the terms set out herein. The Software is owned by Fingertip and/or its licensors.

3. Beta Software or Free Trial

Fingertip may offer a version of the Software as closed beta software (“**Beta Software**”) for the purpose of testing and evaluation, or on a free trial basis (“**Free Trial**”). The Beta Software may contain bugs, errors and other problems. If You are using the Beta Software or Free Trial, notwithstanding the Section 11, Software is provided to you “as is” without any warranty and You agree and acknowledge that Fingertip makes no representation or warranty of any kind with respect to the Beta Software or the Software.

4. Your Obligations

You:

- a) are responsible for the installation of the Software and shall ensure that the Software is installed on designated platforms only,
- b) shall notify Fingertip as soon as You become aware of any unauthorised use of the Software by any person,

- c) are responsible for any disaster recovery procedures and backups related to the use of Software,
- d) shall strictly comply with Fingertip's instructions on data security and confidentiality related to the source code of the Software and keep the source code of the Software available only those authorised persons that require such access in order to carry out the installations of the Software on designated platforms, and
- e) are responsible for complying with all applicable data protection regulation while using the Software.

In using the Software or any part of it, in addition to any other restrictions contained in this Agreement, You shall not:

- a) use the Software or make copies of the Software otherwise than as permitted by this Agreement,
- b) sublicense, lease, distribute or rent the Software,
- c) reverse engineer, decompile or disassemble the Software,
- d) modify, translate, adapt or create derivative works of the Software, or merge the Software, or any part thereof, with another program or separate the component parts of the Software,
- e) remove, alter, or otherwise obscure any patent, trademark, service mark, copyright or other proprietary notices included in the Software,
- f) take any action designed to unlock or bypass any implemented restrictions on usage, access to, or number of installations of the Software, or
- g) use the Software in any manner or for any purpose prohibited by any laws or regulations.

You agree that Fingertip may audit your use of the Software for compliance with this Agreement at any time, upon reasonable notice. The audit rights specified herein shall also extend to your affiliates, if applicable.

5. Software Maintenance; Additional services provided by Fingertip

Subject to due payment of the annual license fee, Fingertip will make available to You at no additional cost all those batches, updates and new versions of the Software that Fingertip publishes during the term of this Agreement.

Fingertip will provide its standard customer technical support services in relation to the Software during the normal business hours in accordance with Fingertip's Support Services Policy in effect at the time of the services at no additional cost. Fingertip may amend the Support Services Policy in its sole and absolute discretion from time to time.

You may order additional services related to the Software from Fingertip, such as consultancy services or training related to the Software. Fingertip undertakes to perform such additional services according to the applicable order as accepted by Fingertip with due care and with professional skills required for the task. Each party shall contribute to the performance of the additional services with respect to factors under the command or control of that party. Unless otherwise agreed in writing between the parties, Fingertip will charge for additional services and related expenses in accordance with Fingertip's price list valid at the performance of such additional services.

6. Modifications

Fingertip has the right, but no obligation to update, to provide a new functionality or otherwise change the design of the Software or to discontinue the development or licensing of the Software in its absolute discretion without any liability to the Customer.

If, however Fingertip provides an update to the Software, you are obligated to install the provided updates promptly after delivery to ensure the proper operation of the Software. Should you not install an update that Fingertip provides but continue to use the old version of the Software nonetheless, you thereby waive any claims regarding defects and damages to which You may be entitled.

7. Intellectual Property Rights

All ownership and intellectual property rights (including, but not limited to, copyrights, trademarks, patents, trade secrets and know-how and the right to modify the Software and transfer the rights) to the Software, including for the avoidance of doubt any related tools and methodologies as well as new versions, updates and other amendments thereof, belong to and shall remain the sole and exclusive, property of ~~the~~ Fingertip or its third party licensors.

8. Fingertip's Indemnification

Fingertip warrants that, except for Third Party Software, any part of the Software shall not, when used by You in accordance with this Agreement, infringe any intellectual property rights of a third party in the country of delivery. Fingertip will, as the exclusive remedy available for You in respect of any infringement, either defend or settle any claim made against You by a third party alleging that the Software, except Third Party Software, infringes a right of a third party, and will pay the costs and damages finally awarded against You by a competent court or an out-of-court settlement; but only upon these conditions that (i) You notify Fingertip within thirty (30) days of receipt of any third party claim; (ii) Fingertip will be granted the exclusive right to arrange any defence or settlement; and (iii) You will not make any statement contradictory to the interests of Fingertip in connection with such claim.

9. Third Party Software

You acknowledge that the Software may operate, interface or be delivered with Third Party Software. Warranties or other terms of the provider of applicable Third Party Software in the Software shall apply.

10. Confidentiality

Each party shall keep in confidence all material and information received from the other party and marked as confidential or which should be understood to be confidential.

A party shall have the right to:

- a) use the said material and information only for the purposes set forth in this Agreement,
- b) copy the said material and information only to the extent necessary for the purposes of this Agreement, and
- c) disclose the said material and information only to those of its employees who need to know the said material and information and for the purposes set forth in the Agreement.

The confidentiality obligation shall, however, not be applied to any material or information:

- d) which is generally available or otherwise public; or
- e) which the Party has received from a third party without any obligation of confidentiality; or
- f) which was in the possession of the receiving Party prior to receipt of the same from the other Party without any obligation of confidentiality related thereto; or
- g) which a Party has developed independently without using material or information received from the other Party; or
- h) which a party shall disclose pursuant to a law, decree, or other order issued by the authorities or judicial order.

Each party shall cease using confidential material and information received from the other party promptly upon termination of this Agreement or when the party no longer needs the material or information in question for the purpose stated in this Agreement and, unless the parties separately agree on the destruction of such material, return the material in question (including all copies thereof). Each party shall, however, be entitled to retain copies required by law or regulations.

The rights and obligations under this Section 10 shall survive the termination or cancellation of this Agreement and shall remain in force for a period of three (3) years from such termination or cancellation.

11. Warranty

Fingertip warrants for a period of ninety (90) days from the date of delivery that each unmodified copy of Software will perform in all material respects in accordance with the accompanied documentation. Fingertip warrants that any services delivered under this Agreement shall be comply in all material respect with the applicable service description. Any updates or new versions of the Software provided by Fingertip shall be covered by this limited warranty for the remainder of the warranty period or for thirty (30) days from the date of delivery, whichever is longer. For any breach of the warranty, your exclusive remedy, and Fingertip's entire liability, shall be the correction of the Software errors or deficiencies in the service that cause breach of the warranty.

THE WARRANTIES ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

12. Limitation of Liability

IN ANY EVENT, FINGERTIP SHALL NOT HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING ANY LOSS OF

PROFITS, REVENUE OR DATA, BUSINESS INTERRUPTION, LOSS RESULTING FROM SUBSTITUTE PURCHASE OF GOODS, OR OTHER SIMILAR LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE OR SERVICES, EVEN IF FINGERTIP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ANY EVENT, THE AGGREGATE LIABILITY OF FINGERTIP, ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE OR SERVICES SHALL NOT EXCEED THE LICENSE FEES OR SERVICE FEES, AS APPLICABLE, PAID BY YOU FOR THE SOFTWARE OR SERVICES WHICH GAVE CAUSE TO THE CLAIM.

13. Renewal and Termination

Unless otherwise agreed in writing in the applicable Purchase Order, the license shall automatically renew for an additional term equal to the expiring term or one (1) year (whichever is shorter), unless either party gives the other notice of non-renewal at least sixty (60) days before the end of the relevant term.

If you are using the Software based on a Free Trial or Beta Software, the license shall not automatically renew and upon expiration You shall promptly return or destroy all copies of the Software and all documentation related to it.

Without prejudice to your payment obligations, you may terminate your license immediately at any time by uninstalling the Software. Fingertip is entitled to terminate your license effective immediately in the following cases:

- (i) You have failed to pay an outstanding and undisputed invoice related to the Software and have not settled the invoice within one (1) month from receipt of an invoice reminder; or
- (ii) You use the Software in a material violation of this Agreement or violate Fingertip's intellectual property rights and do not immediately discontinue such use or violation after receiving a notification of the violation.

Upon such termination by Fingertip, You shall promptly return or destroy all copies of the Software and all documentation related to it.

14. Force Majeure

Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement to the extent that such default or delay is caused by a Force Majeure Event.

If either party suspends their obligations due to a Force Majeure Event, the party invoking to the Force Majeure Event is excused from its obligations under this Agreement as long as and to the extent such Force Majeure Event continues to impact the obligations and said party continues to use commercially reasonable efforts to recommence performance.

The parties shall without delay on first clear notice of Force Majeure inform each other of the beginning and in the same manner of the end of such Force Majeure circumstances.

15. Other terms

Applicable law and dispute resolution. This Agreement shall be construed and governed by the laws of Finland without regard to its choice of law provisions.

Any dispute, controversy or claim arising out of or relating to this Agreement, 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 arbitration shall take place in Helsinki, Finland.

Reference Right. Fingertip may refer to you as a customer in sales presentations, videos and other marketing activities.

Entire Agreement and Severability. This Agreement establishes the entire understanding between the parties concerning the Software. If any of the provisions of this Agreement are deemed invalid or unenforceable, all other provisions shall remain in full force and effect.

Amendments. All changes and amendments to this Agreement shall be in writing by both parties in order to be valid.

Assignment. Neither party may assign this Agreement, either wholly or in part, without the written consent of the other party. A change of control or a sale of substantially all the assets shall be deemed as a transfer of the Agreement. However, Fingertip is entitled to transfer this Agreement in connection with the transfer of business operations.

Subcontractors. Fingertip shall have the right to subcontract its obligations under this Agreement. Fingertip shall be liable for the performance of its subcontractors as for its own performance.