

Master Subscription Agreement

THIS MASTER SUBSCRIPTION AGREEMENT GOVERNS ACQUISITION AND USE OF SOLAFORCE SERVICES. IN CASE OF A TRIAL OF SERVICES, THIS AGREEMENT WILL ALSO GOVERN THAT TRIAL. BY ACCEPTING THIS AGREEMENT OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT.

Table of Contents

1. Definitions
2. Solaforce's responsibilities
3. Use of Services
4. Service Fees
5. Proprietary Rights
6. Confidentiality
7. Warranties and Disclaimers
8. Mutual Indemnification
9. Limitation of Liability
10. Term and Termination
11. General Provisions

1. DEFINITIONS

"**Affiliate**" is an entity that directly or indirectly controls or is controlled by the subject entity. Control means direct or indirect ownership or other control of more than 50% of the decision making interests of the subject entity.

"**Agreement**" means this Solaforce Master Subscription Agreement.

"**Company**" is Solaforce Oy.

"**Customer**" is the company or other legal entity accepting this Agreement, and Affiliates of that entity.

"**Customer Data**" is the electronic data entered by Customer to the Purchased Services.

"**Documentation**" is all of Solaforce materials (manuals, helps, training) both offline and online.

"**Employee**" is an individual who is employed and authorized by the Customer to use the Service.

"**Malicious Code**" is code of any format intended to do harm.

"**Order Form**" is the Solaforce Services ordering document specifying the Services to be provided.

"**Purchased Services**" and "**Services**" and are the services and related content that customer orders and purchases by signing an Order Form.

2. SOLAFORCE'S RESPONSIBILITIES

2.1. Purchased Services. Company uses commercially reasonable efforts to make the online Purchased Services available 24 hours a day and 7 days a week. Exception to this is the planned downtime of which Company shall give at least 8 hours electronic notice. Company schedules planned downtime, if possible, during the weekend hours between 6:00 p.m. Friday and 6:00 a.m. Monday Central European Time. Exception to Services availability is also any unavailability caused by circumstances beyond Company's reasonable control including, for example, an act of God, act of government, act of terror, strike or similar labor problem, fire, earthquake, internet service provider failure or delay, denial of service attack.

2.2 Personnel. Company is responsible for the performance of Company personnel and their compliance with this Agreement.

2.3 Customer Data Protection. Company maintains safeguards for protection of the security of Customer data. Safeguards include measures for preventing access, use, modification or disclosure of Customer data by Company personnel except to provide the Service and maintenance. Customer understands that its use of the Service and compliance with any terms hereunder does not constitute compliance with any Law.

3. USE OF SERVICES

3.1 Subscriptions. Services are purchased as subscriptions. Subscriptions can be added during a valid subscription Term with the underlying subscription pricing. Any added subscriptions will terminate equally with the underlying subscription.

3.2 Usage Limits. Services are subject to quantities specified in Order Forms. Quantity in an Order Form refers to number of Employees. Service may not be accessed by more than that number of Employees. If the number of Employees exceeds the quantity specified in Order Forms, Customer needs to submit an Order Form for the additional Employees.

3.3 Customer Responsibilities. Customer is responsible for Employees compliance with this Agreement. Customer is responsible for the Customer data. Customer uses commercially reasonable efforts to prevent unauthorized access to Services and notify Company of any such unauthorized access or use.

3.4 Usage Restrictions. Customer does not make Service available to anyone other than Customers own Employees. Customer does not copy Service or any part, feature, function or user interface or frame or mirror any part of any Service other than framing on Customers own intranets. Customer does not access Service in order to build a competitive product or service or reverse engineer Service.

4. SERVICE FEES

4.1. Fees. Fees for the Service are specified in Order Forms. Fees paid are non-refundable. Fees are based on Services purchased and not actual usage. Quantities purchased cannot be decreased during the valid subscription term. All payment obligations are non-cancelable.

4.2. Invoicing and Payment. Company invoices Customer in advance and in accordance with the relevant Order Form(s). Unless otherwise stated in the Order Form(s), invoiced charges are due 30 days from the invoice date. Customer is responsible for providing accurate billing and contact information and notifying of any changes to such information. If Customer provides credit card information to Company, Customer authorizes Company to charge the credit card for Purchased Services in the Order Form(s) for the subscription term and any renewal subscription term(s). All charges are made in advance with billing frequency stated in the applicable Order Form.

4.3. Overdue Payments. Any invoiced amount not received by Company by the due date, then without limiting Company rights or remedies, those charges accrue late interest at the rate of 10.0% p.a. of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

4.4. Suspension of Service. If any Customer payment for Company Services is 30 days or more overdue, Company may suspend Services to Customer until such amounts are paid in full. Company will give Customer written notice 10 days before suspending Services to Customer.

4.5. Payment Disputes. Company will not exercise its rights under Section 4.3 or 4.4 if Customer is disputing the applicable charges in written, reasonably and in good faith and is cooperating diligently to resolve the dispute.

4.6. Future Functionality. Customer agrees that the Service purchases is not dependent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Company regarding future functionality or features.

5. PROPRIETARY RIGHTS

5.1. Ownership and Reservation of Rights. Company owns all rights, title and interest in and to the Service, Documentation and all other Company Intellectual Property Rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

5.2. License Grant. Company grants Customer a worldwide, non-exclusive, non-transferable, right to use Service for internal business purposes, solely during the Term and subject to the terms and conditions of this Agreement and relevant Order Forms.

5.3. Customer Feedback. Customer grants Company worldwide a perpetual, irrevocable, royalty-free license and all rights to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Employees relating to the Services.

5.4. Customer Data and Aggregated Data. Customer owns its Customer Data. Company owns the Service aggregated and statistical data without limitation. Customer grants Company a worldwide license to host Customer Data during the Term as necessary for Company to provide the Service in accordance with this Agreement.

6. CONFIDENTIALITY

6.1. Confidential Information. A party shall not use or disclose Confidential Information of the other party except as reasonably necessary to perform its obligations or exercise its rights pursuant to this Agreement and except with the other party's prior written permission.

6.2. Protection. Each party agrees to protect the Confidential Information of the other party in the same manner that it protects its own Confidential Information of like kind, but not less than reasonable care.

6.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure.

7. WARRANTIES AND DISCLAIMERS

7.1. Warranties. Each party represents that it has validly entered into this Agreement and has the legal power to do so. Company warrants that during the Term the Service shall perform materially in accordance with the Documentation and the functionality of the Service will not be materially decreased during the Term.

7.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED. BETA SERVICES ARE PROVIDED EXCLUSIVE OF ANY WARRANTY. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY PROVIDERS.

8. MUTUAL INDEMNIFICATION

8.1. Indemnification by Company. Company shall defend You against any claim, demand, suit or proceeding made against You by a third party alleging that the use of Service in accordance with this Agreement infringes such third party's intellectual property rights and will indemnify You from any damages, attorney fees and costs finally awarded against You as a result. If Customer is enjoined from using the Service, Company shall have the right, at its sole option, to obtain for Customer the right to continue use of the Service or to replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to Company, then use of the Service may be terminated at the option of Company and Company's sole liability is to refund any prepaid fees for the Service.

8.2. Indemnification by Customer. Customer will defend, indemnify and hold Company harmless from any Claims made by a third party alleging that the Customer Data or use of any Service in breach of this Agreement, infringes the rights of a third party or violates applicable law and will indemnify Company from any damages, attorney fees and costs finally awarded against Company as a result.

9. LIMITATION OF LIABILITY

9.1 Limitation of Liability. NEITHER PARTY'S AGGREGATE LIABILITY WITH RESPECT TO ANY INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE SUBSCRIPTION FEES ACTUALLY PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 4.

9.2. Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST REVENUE, PROFITS, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

10. TERM AND TERMINATION

10.1 Term of Agreement. This Agreement commences on the Effective Date. Agreement continues until all subscriptions hereunder have expired or have been terminated.

10.2. Term of Purchased Subscriptions. The Term of each subscription is specified in the applicable Order Form. Subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year, whichever is shorter. Either party can give the other notice of non-renewal at least 30 days before the end of the subscription Term.

10.3. Pricing increase. Company can give a written notice of a pricing increase at least 60 days before the end of the subscription term, in which case the pricing increase will be effective upon renewal and thereafter. Any such pricing increase will not exceed 10% of the pricing for the applicable Purchased Service unless the prior pricing was designated in the relevant Order Form as promotional or one-time.

10.3. Termination. Either party may terminate this Agreement: (i) upon thirty (30) days prior written notice to the other party of a material breach if such breach remains uncured at the expiration of such period; (ii) immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.4. Payment upon Termination. If this Agreement is terminated by Customer in accordance with Section 10.3, Company refunds Customer any prepaid fees after the effective date of termination. If this Agreement is terminated by Company in accordance with Section 10.3, Customer pays any unpaid fees covering the remainder of the term. In no event will termination relieve Customer from obligation to pay any fees payable to Company for the period prior to the effective date of termination.

10.5. Customer Data Retrieval and Deletion. Within thirty (30) days after the effective date of termination or expiration of this Agreement, Company makes the Customer Data available upon Customer request for export or download as provided in the

Documentation. After that thirty (30) days period, Company has no obligation to maintain or provide Customer Data, and will thereafter delete all Customer Data in Service.

11. GENERAL PROVISIONS

11.1. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement.

11.2. Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the first business day after sending by email and confirmed by Company. Notices to Company shall be addressed to the attention of its Vice President, Legal. Notices to Customer shall be addressed to Customer's signatory of this Agreement. Billing-related notices to Customer are addressed to the relevant billing contact designated by Customer.

11.3. Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right or any other right.

11.4. Force Majeure. Neither party shall be liable for any failure or delay in performance under this Agreement for causes beyond that party's reasonable control and occurring without that party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems, computer attacks or malicious acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility.

11.5. Entire Agreement and Order of Precedence. This Agreement is the entire agreement between the Customer and Company regarding the use of Services. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. In the event of any conflict or inconsistency among the following documents, the order of precedence is: (1) the applicable Order Form, (2) Agreement, and (3) the Documentation.

11.6. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent. However, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, Company will refund to Customer any prepaid fees covering the remainder of the term of all subscriptions. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.7 Governing Law. This Agreement shall be governed by the laws of the country of incorporation of Solaforce. Any dispute, controversy or claim arising out of or in connection with these terms, or the breach, termination or invalidity thereof, that cannot be settled by negotiations between the Parties, shall be finally settled in local competent courts in the country of incorporation of Solaforce.