

Project-TOP Solutions Customer Agreement

Effective Date 1.12.2015.

Please read this agreement carefully. By using ProjectTOP Products, you acknowledge that you have read, understood and agree to be bound by this agreement. Users who violate this agreement may have their access of ProjectTOP Products suspended or terminated, at any time.

This Customer Agreement (“Agreement”) is between you and Project-TOP Solutions Oy (2199018-9) (“ProjectTOP”). “Customer” or “you” means your company. If you are entering into these Terms on behalf of an entity, such as your employer or the company you work for, you represent that you have the legal authority to bind that entity.

ProjectTOP may change this Agreement from time to time. Please check the Customer Agreement periodically for changes.

1. **Scope.** This Agreement governs ProjectTOP’s cloud-based software solutions referred to as “**Products**”.
2. **Account Registration.** You may need to register for an account in order to access ProjectTOP Products. Any registration information that you provide to us must be accurate, current and complete.
3. **Users.** Each Customer may only have one account but the Product may have multiple Users. Users are individuals who are designated by you and may access and use the Products. User credentials must not be used by multiple persons.
You may increase the number of Users to access the Product. You must pay the applicable fee for the increased number of Users.
You are responsible for compliance with this Agreement by all Users.
4. **License Rights.** ProjectTOP grants you a limited, non-exclusive, non-transferable, worldwide right to use the Product, solely for your own internal business purposes.
You shall not license, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make the Product available to any third party; reverse engineer the Product in order to build a competitive Product, build a Product using similar ideas, features, functions or graphics or copy any ideas, features, functions or graphics of the Product.
5. **The Service.** ProjectTOP will provide you with the Product through a browser interface. Supported browsers are solely Internet Explorer, (2 currently newest versions) Google Chrome and Mozilla Firefox. The Service may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. ProjectTOP is not responsible for any delays, delivery failures, or other damage resulting from such problems.
6. **Data.** “**Data**” means any Data, content or other materials that you upload, or otherwise transmit to or through ProjectTOP Services. ProjectTOP does not attain ownership in any Data, information or material you submit in the course of using the Service.
ProjectTOP makes efforts to protect Data, to conduct daily Data backups, and to store backups for five (5) days at a time in an appropriate facility.
ProjectTOP takes no responsibility for the quality, integrity, legality, appropriateness, and intellectual property ownership or right to use Data, and ProjectTOP shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store Data. We cannot guarantee that our security procedures will be error-free, that transmissions of your Data will always be secure or that unauthorized third parties will never be able to defeat our security measures or those of our third party service providers.
ProjectTOP may remove or delete your Data within a reasonable period of time after the termination of your subscription. ProjectTOP reserves the right to withhold, remove and discard Data, without notice, for any

breach, including, without limitation, Customer's non-payment. Upon termination for cause, User's right to access or use Client Data immediately ceases.

7. **Support.** ProjectTOP will provide reasonable technical support to Customers regarding technical issues with the Product. Technical questions and bug reports may be submitted via email to: info@projecttop.fi. In case of bugs we will help with workarounds. Non-critical bugs will be scheduled for fixing according to ProjectTOP. Critical bugs will be fixed as soon as possible. Support does not include User training or instruction in using the Product. A separate contract will be made of any such services.
8. **Maintenance.** ProjectTOP reserves one day per week for basic maintenance of the Product. The maintenance will be done on weekends to minimize downtime of the Product when possible. ProjectTOP reserves the possibility for longer maintenance periods or maintenance during business days. The Customer will be informed of any such events one week in advance. New Product versions are installed during maintenance. They can be are bug fixes, patches, major or minor releases, or any other changes, enhancements, or modifications to the Product that we make commercially available.

Financial terms

9. **Trial Period.** We offer Customers a 30 day trial period to evaluate the Product. During this time the Product may be used according to the Terms of this agreement, free of licence fees and User limits. Trial period starts when login instructions to the email address in the Trial Order have been submitted and ends thirty (30) days after that. The Trial can be cancelled at any time during that period. During the Trial period a ProjectTOP representative will contact the Orderer to discuss the continuation of the service. The Trial licence can be upgraded into a paid subscription at any time during the Trial period with the written consent of the Orderer. After the Trial period ends, if continuation of service has not been agreed, ProjectTOP reserves the right to delete the Trial Data at any time.
10. **Product Delivery.** All deliveries under this Agreement will be electronic and deliverables like login instructions will be delivered via email.
11. **Payment.** You agree to pay all fees in accordance with the Order. Payments shall be made in Euros within thirty (30) days from the date of ProjectTOP's invoice. All payments are non-refundable, non-cancellable and non-creditable. In making payments, you acknowledge that you are not relying on future availability of any Products beyond the current Subscription Term or any Product upgrades or feature enhancements. If you add Users during your Subscription Term, we will charge you for the increased number of Users in your next billing cycle. You are responsible for paying all User Fees ordered for the entire Term, without regard to whether all Users are active.
You agree to update billing and account information immediately in case of changes. That information includes your legal company name, street address, e-mail address, any relevant billing information and the name and telephone number of the billing contact. If the contact information is false or fraudulent, ProjectTOP reserves the right to terminate your access to the service. If you believe that the licence fees are incorrect, You must contact ProjectTOP in writing within thirty (30) days of the date of the charge in question, to be eligible to receive an adjustment or credit.
12. **Non-payment** ProjectTOP reserves the right to suspend or terminate this Agreement and Customer's access to ProjectTOP service if Customer becomes delinquent. Invoices and accounts that are delinquent are subject to interest of 15 % per year on any delinquent balance, plus all expenses of collection.
13. **Taxes.** ProjectTOP's Use Fee and Charges are exclusive of all taxes, levies, or duties imposed by taxing authorities, and User shall be responsible for payment of all such taxes, levies, or duties.
14. **Intellectual Property Ownership.** ProjectTOP shall own all rights, title and interest, including all related Intellectual Property Rights, in and to the technology, the content, and the service, and any suggestions, ideas, requests, feedback, recommendations or other information provided by you or any other party relating to the Product. The ProjectTOP name, logo, and the Product names associated with the ProjectTOP belong to ProjectTOP, and no right or license is granted to use them. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Product or the Intellectual Property Rights owned by

ProjectTOP. Users acknowledge that, except as specifically provided under this Agreement, no other right, title, or interest in these items is granted.

15. **Term and Termination.** This Agreement is in effect for as long as you have a valid Subscription Term (the "Term"), unless sooner terminated as permitted in this Agreement. The Subscription Term is three (3) calendar months beginning from the first day of the month of the Order and will automatically renew until terminated.

Either party may terminate this Agreement, effective only upon the expiration of the then current Term, by notifying the other party in writing at least thirty (30) days prior to the date of the end of the current Term. Either party may terminate this Agreement before the expiration of the Term if the other party materially breaches any of the terms of this Agreement and does not cure the breach within thirty (30) days after written notice.

Representations, Warranty and Disclaimer.

16. **Due Authority.** Each party represents and warrants that it has the legal power and authority to enter into this Agreement, and that, if you are an entity, this Agreement and each Order is entered into by an employee or agent of such party with all necessary authority to bind such party to the terms and conditions of this Agreement.

17. **WARRANTY DISCLAIMER.** ALL PRODUCTS ARE PROVIDED "AS IS," AND PROJECTTOP DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY, OR MERCHANTABILITY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. YOU MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW. PROJECTTOP SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF PROJECTTOP. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PROJECTTOP NOR ANY OF ITS THIRD PARTY SUPPLIERS MAKES ANY REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF ANY PRODUCTS OR ANY CONTENT THEREIN OR GENERATED THEREWITH, OR THAT: (A) THE USE OF ANY PRODUCTS WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE; (B) THE PRODUCTS WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA; (C) THE PRODUCTS (OR ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE PRODUCTS) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (D) ANY STORED DATA WILL BE ACCURATE OR RELIABLE OR THAT ANY STORED DATA WILL NOT BE LOST OR CORRUPTED; (E) ERRORS OR DEFECTS WILL BE CORRECTED; OR (F) THE PRODUCTS (OR ANY SERVER(S) THAT MAKE A HOSTED SERVICE AVAILABLE) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

18. **LIMITATION OF LIABILITY.** NEITHER PARTY (NOR ITS SUPPLIERS) SHALL BE LIABLE FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, COSTS OF DELAY OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. NEITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER SHALL EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO US FOR PRODUCTS AND SUPPORT AND MAINTENANCE IN THE 6 MONTHS IMMEDIATELY PRECEDING THE CLAIM. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NO SUPPLIERS OF ANY THIRD PARTY COMPONENTS INCLUDED IN THE PRODUCTS WILL BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER.

19. **Mutual Indemnification.** You and every User shall indemnify and hold ProjectTOP, its licensors and their parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, causes of action, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) an allegation that use of the Data infringes the rights of, or has caused harm to, a third party; (ii) violation by User of User's representations and warranties; or (iii) the breach by User or any User(s) under User's User Right pursuant to this Agreement, provided in any such case, that ProjectTOP (a) gives written notice of the claim promptly to User; (b) gives User sole control of the defence and settlement of the claim (except User may not settle any claim, without

ProjectTOP's consent, unless User unconditionally releases ProjectTOP of all liability and such settlement does not affect ProjectTOP's business or Service.); (c) provides to User all available information and assistance; and (d) has not compromised or settled such claim.

ProjectTOP shall indemnify and hold User and User's authorized Users, parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, causes of action, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) an allegation that the Service directly infringes a copyright, a patent issued as of the Effective Date, or a trademark of a third party; (ii) a violation by ProjectTOP of its representations or warranties; or (iii) breach of this Agreement by ProjectTOP; provided in any such case, that User (a) promptly gives written notice of the claim to ProjectTOP; (b) gives ProjectTOP sole control of the defence and settlement of the claim (except ProjectTOP may not settle any claim, without User's consent, unless it unconditionally releases User of all liability); (c) provides to ProjectTOP all available information and assistance; and (d) has not compromised or settled such claim.

ProjectTOP shall have no indemnification obligation, and User shall indemnify ProjectTOP pursuant to this Agreement, for claims arising from any infringement alleged to be caused by the combination of the Service with any of User's Products, service, and hardware or business process.

20. **Third Party Vendor Products.** ProjectTOP or third parties may from time to time make available to you (e.g., through the ProjectTOP Marketplace) third-party Products or services, including but not limited to add-ons and plugins as well as implementation, customization, training, and other consulting services. If you procure any of these third party Products or services, you do so under a separate agreement (and exchange of Data) solely between you and the third party vendor. ProjectTOP does not warrant or support non-ProjectTOP Products or services, whether or not they are designated by ProjectTOP as "verified" or otherwise, and disclaims all liability for such Products or services. If you install or enable any third party Products or services for use with ProjectTOP Products, you acknowledge that ProjectTOP may allow the vendors of those Products and services to access your Data as required for the interoperation and support of such add-ons with the ProjectTOP Products. ProjectTOP shall not be responsible for any disclosure, modification or deletion of your Data resulting from any such access by third party add-on vendors.
21. **Publicity Rights.** We may identify you as a ProjectTOP customer in our promotional materials. You may request that we stop doing so by submitting an email to info@projecttop.fi at any time. Please note that it may take us up to 30 days to process your request.
22. **General Terms** ProjectTOP reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. User is responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute User's consent to such changes.
This Agreement shall be governed by laws of Finland.
Any dispute, which may arise between the parties concerning this Agreement, shall be determined by Vantaan käräjäoikeus (City Court of Vantaa)
This Agreement may not be assigned by User without the prior written approval of ProjectTOP but may be assigned without User's consent by ProjectTOP to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.
Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or Data networks or services, or refusal of a license by a government agency.