

POCUM ONLINE SERVICE TERMS AND CONDITIONS

1. **THE FOLLOWING TERMS AND CONDITIONS WILL BE LEGALLY BINDING ON USER REGISTRATION AND EACH TIME THE SERVICE IS USED. USER SHOULD CAREFULLY READ AND UNDERSTAND THE FOLLOWING TERMS OF SERVICE BEFORE REGISTRATION AND USING THE SERVICE.**

2. Definitions

"Content" means the audio and visual information, documents, software, products and services contained or made available to User and the User(s) authorized to use the Service under this grant of rights in the course of using the Service.

"Pocum" means collectively Pocum Oy, a Finnish corporation, having its principal place of business at: Kauppakatu 3B, 33200 Tampere, Finland.

"Pocum SaaS Technology" means all of Pocum's proprietary technology (including software, hardware, products, business concepts, and processes, logic algorithms, graphical user interfaces (GUI), techniques, designs and other tangible or intangible technical material or information) made available to User by Pocum in providing the Service.

"Intellectual Property Rights" means all rights, title and interest in and to the Pocum SaaS Technology, the Content, and all copyrights, patents, trade secrets, trademarks, service marks or other intellectual property or proprietary rights and any corrections, bug fixes, enhancements, updates, releases, or other modifications, including custom modifications made by Pocum relating thereto, and the media on which same are furnished.

"Service(s)" means Pocum Online or other offerings developed, operated, and maintained by Pocum, accessible via www.pocum.com or another designated web site or IP address, or ancillary services rendered to User by Pocum, to which User are being granted access under this Agreement, including the Pocum SaaS Technology and the Content.

"User(s)" means User's employees, representatives, consultants, contractors or agents who are authorized under this Agreement to use the Service and who have been supplied user identifications and passwords by User (or by Pocum at User's request).

3. Grant of Rights; Term and Restrictions

The User agrees to be bound by the Terms and Conditions by

- (i) clicking to accept or agree to the Terms, where this option is made available to you by Pocum in the user interface for any Service; or
- (ii) actually using the Service. In this case, User understands and agrees that Pocum will treat your use of the Services as acceptance of the Terms and Conditions.

The Service may not be used unless the User understands and agrees to these Terms and Conditions. The User is liable for the use of the Service of those persons for which the User has created separate logins and is obliged to inform the Users about the contents of these Terms and Conditions.

The User registering an account with Pocum online Service

- (iii) must be acting for her/himself or for a legal entity
- (iv) must provide full legal name, a valid email address and any other information requested during the registration process.

Pursuant to the terms and conditions of this Agreement, Pocum hereby grants User a limited, non-exclusive, non-transferable, worldwide right to use the Service, solely for User's own internal business purposes.

User shall not

- (i) license, grant, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way;
- (ii) let others use the login information of the account or let multiple people share the login information of single User
- (iii) reverse engineer or access the Service in order to
 - a. build a competitive product or service
 - b. build a product using similar ideas, features, functions or graphics of the Service, or
 - c. copy any ideas, features, functions or graphics of the Service;
 - d. modify or make derivative works based upon the Service or the Content; or
 - e. create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device.

4. The Service

Pocum will provide User with use of the Service, including a browser interface and data encryption, access and storage.

Pocum will continuously improve and develop the Service. Therefore the Service content and features may be added, changed or removed.

Pocum makes no guarantees as to the continuous availability of the Service or of any specific features of the Service. Pocum will inform User of any significant changes to the Service or terms and conditions of this Agreement that it may make from time to time.

5. Internet Access

User must have Internet Access. DSL, cable or another high speed internet connection is required for proper transmission on the Service. User is responsible for procuring and maintaining the network connections that connect the User network to the service, including browser software that supports protocols used by Pocum. Pocum is not responsible for notifying User of any upgrades, fixes or enhancements to any such software.

6. Internet Delays

The Service may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Pocum is not responsible for any delays, delivery failures, or other damage resulting from such problems.

7. Support

Pocum's goal is to provide all support in online Service. The registered User has free access to online help documents and user forum. Personal support such as online help, training and consulting are available as a billable service.

8. User's Responsibilities

User is responsible for all activity occurring under User's user accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with User's use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data.

User shall:

- (i) notify Pocum immediately of any unauthorized use of any password or account or any other known or suspected breach of security;
- (ii) report to Pocum immediately and use reasonable efforts to stop immediately, any copying or distribution of Content that is known or suspected by User or any User under this grant of rights; and
- (iii) not impersonate another Pocum User or provide false identity information to gain access to or use the Service.

9. Account Information and Data

By this User Right, Pocum does not attain ownership in any data, information or material that User submits to the Service in the course of using the Service. User, not Pocum, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Data, and Pocum shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Client Data.

Pocum shall use reasonable efforts to protect Client Data behind a secure firewall system, to conduct daily data backups, and to store weekly full-system backups in a separate, fire-safe facility. In the event this Agreement is terminated (other than by reason of User's breach), Pocum will make available to User a file of the Client Data within 30 days of termination, if User so request in writing at the time of termination. User agrees and acknowledges that Pocum has no obligation to retain the Client Data, and may delete such Client Data, on the 31st day after termination. Upon termination for cause, User's right to access or use Client Data immediately ceases, and Pocum shall have no obligation to maintain or provide any Client Data.

10. Intellectual Property Ownership

Pocum alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Pocum SaaS Technology, the Content, and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by User or any other party relating to the Service. The Pocum name, the Pocum logo, and the product names associated with the Service are trademarks of Pocum or third parties, and no right or license is granted to use them. This Agreement is not a sale and does not convey to User any rights of ownership in or related to the Service, the Pocum SaaS Technology or the Intellectual Property Rights owned by Pocum. User acknowledges that, except as specifically provided under this Agreement, no other right, title, or interest in these items is granted.

11. Third Party Interactions and Links

During use of the Service, User or its User(s) may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity are solely between User and/or User and the applicable third-party. Pocum and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between User, a User and any such third-party. Pocum does not endorse any sites on the Internet that are linked through the Service. Pocum provides these links to User only as a matter of convenience, and in no event shall Pocum or its licensors be responsible for any content, products, or other materials on or available from such sites. This Grant to use the Service pursuant to the terms and conditions of this Agreement does not provide any license or agreement that may be required by third-party providers of ancillary software, hardware or services prior to User's use of or access to such software, hardware or services.

12. Disclaimer of Actions of Third Parties.

Pocum cannot control the flow of data or to or from Service. That includes Internet data, signal of wireless or mobile devices, GPS signal and other flow of data controlled by third parties. Pocum disclaims all liability related to the performance of his kind of services controlled by third parties.

13. Payment of Fees and Charges

All fees or charges are billed through Pocum Online Credit Account.

Pocum will automatically bill User's Pocum Online Credit Account in effect at the time a fee or charge is due. Current price list is available at www.pocum.com. All payments to Pocum Online Credit Account are non-refundable.

Pocum reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least 30 days prior notice to User, which notice may be provided by e-mail.

Pocum's User 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. VAT will be automatically added to prices when the User is resident in Finland. VAT

will be excluded if User is resident in any other member state of the European Union and User provides a valid VAT number with the registration process. VAT will be excluded also if User is resident outside EU.

User agrees to update valid Pocum Online account information within 30 days of any change. That information includes User's legal company name, street address, e-mail address, and the name and telephone number of an Authorized Administrator. If the contact information User provides is false or fraudulent, Pocum reserves the right to terminate User's access to the Service, in addition to any other legal remedies.

If User believes that the Fees or Charges to User's account are incorrect, User must contact Pocum in writing within forty-five (45) days of the date of the charge in question, to be eligible to receive an adjustment or credit.

14. Pocum Online Credit Account and Suspension

In addition to any other rights of Pocum, Pocum reserves the right to suspend or terminate this Agreement and User's access to the Service if User's Pocum Online Credit Account is inactive more than 6 months.

Pocum reserves the right to impose a reconnection fee in the event User's rights are suspended and thereafter requests access to the Service. User agrees and acknowledges that Pocum has no obligation to retain Client Data and that such Client Data may be irretrievably deleted if User's account is inactive 6 months or more.

15. Termination

15.1 Either party may terminate this Agreement by notifying the other party in writing at least thirty (30) business days before termination. In the case of free trials, notifications provided through the Service or e-mail shall constitute notice of termination.

15.2 Pocum, in its sole discretion, may terminate User's password, account or use of the Service if User breaches or otherwise fails to comply with this Agreement. Pocum may terminate a free account at any time in its sole discretion.

15.3 Pocum may at any time terminate its Agreement if:

a) Pocum is required to do so by law or (b) the partner with whom Pocum offered the Services to User has terminated its relationship with Pocum or ceased to offer the Services to User or (c) Pocum is transitioning to no longer providing the Services to users in the country in which User are resident or from which User use the service; or (d) the provision of the Services to User by Pocum is, in Pocum's opinion, no longer commercially viable.

16. Representations & Warranties

16.1 Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Pocum represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially under normal use and circumstances. User represents and warrants that User has not falsely identified User or any User nor

provided any false information to gain access to the Service and that User's account information is correct.

16.2 Disclaimer of Warranties: Pocum and its licensors make no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the service or any content. Pocum and its licensors do not represent or warrant that (a) the use of the service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data, (b) the service will meet user's requirements or expectations, (c) any stored data will be accurate or reliable, (d) the quality of any products, services, information, or other material purchased or obtained by user through the service will meet user's requirements or expectations, (e) errors or defects will be corrected, or (f) the service or the server(s) that make the service available are free of viruses or other harmful components. The Service and all Content is provided to user strictly on an "as is" basis. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby disclaimed to the maximum extent permitted by applicable law by Pocum and its licensors.

17. Limitation of Liability

In no event shall Pocum's aggregate liability exceed the amounts actually paid by user in the six (6) month period immediately preceding the event giving rise to any such liability. In no event shall Pocum and/or its licensors be liable to anyone for any indirect, punitive, special, exemplary, incidental, consequential or other damages of any type or kind (including loss of data, revenue, profits, use or other economic advantage) arising out of, or in any way connected with this service, including but not limited to the use or inability to use the service, or for any content obtained from or through the service, any interruption, inaccuracy, error or omission, regardless of cause in the content, even if the party from which damages are being sought or such party's licensors have been previously advised of the possibility of such damages.

18. Mutual Indemnification

User and every User under this User Right, shall indemnify and hold Pocum, 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 Client 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 Pocum (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 Pocum's consent, unless User unconditionally releases Pocum of all liability and such settlement does not affect Pocum's business or Service,); (c) provides to User all available information and assistance; and (d) has not compromised or settled such claim.

Pocum 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 Pocum of its representations or warranties; or (iii) breach of this Agreement by Pocum; provided in any such case, that User (a) promptly gives written notice of the claim to Pocum; (b) gives Pocum sole control of the defence and settlement of the claim (except Pocum may not settle any claim, without User's consent, unless it unconditionally releases User of all liability); (c) provides to Pocum all available information and assistance; and (d) has not compromised or settled such claim.

Pocum shall have no indemnification obligation, and User shall indemnify Pocum 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.

19. Notice

Pocum may give notice by means of a general notice on the Service, electronic mail to User's e-mail address on record in Pocum's account information, or by written communication sent by first class mail or pre-paid post to User's address on record in Pocum's account information. User may give notice to Pocum (such notice shall be deemed given when received by Pocum) at any time by posting it to a named web address or at the Service.

20. General terms

20.1 Pocum 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.

20.2 This Agreement may not be assigned by User without the prior written approval of Pocum but may be assigned without User's consent by Pocum 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.

20.3 This Agreement shall be governed by laws of Finland.

20.4 Any dispute, which may arise between the parties concerning this Agreement, shall be determined by City Court of Tampere, Finland.