

Hoxhunt Terms of Service for Proof of Concept ("POC Terms")

1. Definitions

The terms defined in other parts of the Agreement shall have the same meaning also in these POC Terms. In addition, the following terms have the meanings set forth below:

1.1 "Agreement" means the applicable agreement between the Service Provider and the Customer, referring to these POC Terms and to which these POC Terms are an integral part of;

1.2 "Confidential Information" means all non-public information disclosed by one Party to the other Party in any form or medium, whether written, oral or electronic, that is marked as confidential or that the receiving Party should reasonably understand is confidential from the circumstances of disclosure or the nature of the information, including but not limited to the content of the Services, provided that the terms of the DPA shall always prevail over these POC Terms in respect of the processing of Personal Data;

1.3 "Documentation" means the then-current technical and non-technical specifications for the Services contained in the user system, specification, support and configuration documentation made generally available by the Service Provider to its customers or otherwise provided to the Customer;

1.4 "Environment of Use" means all hardware and software devices and infrastructures situated downstream from the demarcation point of the Service Provider's network and which are used by the Customer to facilitate use of the Services;

1.5 "Intellectual Property Rights" means any and all intellectual property rights, such as patents, inventions, rights in designs, rights in know-how, trademarks, database rights, trade secrets, domain names, techniques, methods and copyrights (including without limitation right to amend and further develop as well assign one's rights), in each case whether registered or not, whether registrable or not, and including applications for grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may now or at any time hereafter exist anywhere in the world;

1.6 "Services" means the information, documents, products and services the Service Provider provides to the Customer under the Agreement; and

1.7 "Service Term" means the service term period agreed in the Agreement.

2. Rights and Responsibilities

2.1 Subject to the ongoing compliance with the Agreement by the Customer, the Service Provider grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to use the Services solely for the Customer's internal business purposes for the duration of the Service Term subject to the other rights and restrictions of the Agreement.

2.2 The Service Provider has at any time the right to develop or change the Services, their availability and the system requirements for the equipment needed to use the Services.

2.3 The Customer is solely responsible at its own cost for: (i) acquiring and maintaining its Environment of Use; (ii) the protection of its Environment of Use; and (iii) data communication costs.

2.4 The Customer shall not repair, open, disassemble, decompile, reverse engineer or otherwise modify any software provided by the Service Provider as part of the Services.

3. Intellectual Property Rights

3.1 All right, title and interest, including all worldwide Intellectual Property Rights, in and to the Service Provider Properties are and shall remain the exclusive property of the Service Provider or its licensors and are protected by U.S., EU and other applicable national and international laws. For purposes of the Agreement, "Service Provider Properties" means the Services, the Documentation, and any documentation, materials, methodologies, processes, techniques, ideas, concepts, trade secrets or know-how embodied therein or that the Service Provider may develop and supply in connection with the Services or the Documentation, including all copies, portions, extracts, selections, arrangements, compilations, adaptations, modifications and improvements thereof, and all derivative works of any of the foregoing.

3.2 The Customer owns all Intellectual Property Rights in the data provided by it to the Service Provider.

4. Confidentiality and Non-disclosure

4.1 The Parties agree to keep all Confidential Information confidential and only to use the Confidential Information for purposes of fulfilling the business affairs and transactions between the Parties contemplated by the Agreement. The Parties have the right to (i) copy Confidential Information only to the extent required in furtherance of its performance under the Agreement; (ii) deliver or disclose Confidential Information only to those affiliates and employees who require access to the Confidential Information in order to fulfill the business affairs and transactions between the Parties contemplated by the Agreement; and (iii) deliver or disclose Confidential Information to the advisers of the Party, providing that the advisers are bound by confidentiality obligation equivalent to the confidentiality obligation defined in this Clause 4.

4.2 However, material or information that is (i) commonly available or otherwise public without the receiving Party having broken confidentiality obligations, or (ii) which the Party has legally obtained from a third Party without a confidentiality obligation; or (iii) which was in the possession of the receiving Party prior to receiving it from the other Party; or (iv) which

the Party has independently developed without utilizing any material or information received from the other Party as established by competent documentary evidence; or (v) which the Party is obligated to disclose due to laws, regulations, or orders from either authorities or courts, is not considered Confidential Information.

4.3 Upon expiration or termination of the Agreement, or at any time upon the written request of the disclosing Party, the receiving Party shall immediately cease using the disclosing Party's Confidential Information and return, or at the election of the disclosing Party, destroy, the Confidential Information, together with all copies thereof. Notwithstanding the foregoing, both Parties have the right to keep the copies required by law or as ordered by the authorities.

4.4 The rights and obligations under this Clause 4 shall survive the termination or expiration of the Agreement, however arising, and shall remain in force for a period of three (3) years from the date of disclosure of the Confidential Information.

5. Warranty Disclaimer and Limitation of Liability

5.1 Disclaimer of Warranties — EXCEPT AS SET FORTH IN THE AGREEMENT, THE SERVICE PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE SERVICE PROVIDER IS NOT RESPONSIBLE FOR THE IMPACT ON THE ACCURACY, RELIABILITY, AVAILABILITY OR TIMELINESS OF RESULTS OF FACTORS OUTSIDE ITS REASONABLE CONTROL, INCLUDING THE CUSTOMER'S NETWORK ISSUES, VERSIONS OF THE CUSTOMER'S APPLICATIONS, CORRUPTED, INCOMPLETE OR INTERRUPTED DATA RECEIVED FROM THE CUSTOMER OR OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. THE SERVICE PROVIDER IS NOT LIABLE FOR ANY DAMAGE THAT THE CUSTOMER MAY SUFFER BECAUSE OF A VIRUS, TROJAN, OR ANY MALICIOUS SOFTWARE, A SECURITY BREACH, A FAILURE OR DISRUPTION IN THE GENERAL COMMUNICATIONS NETWORK, OR SOME OTHER SIMILAR REASON. THE SERVICE PROVIDER IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

5.2 Limitation of Liability — THE SERVICE PROVIDER SHALL HAVE NO LIABILITY, WHETHER IN TORT (INCLUDING IN NEGLIGENCE), CONTRACT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; LOSS OF PROFIT, BUSINESS, GOODWILL, REVENUE OR SAVINGS; DAMAGES PAYABLE TO THIRD PARTIES; LOSS OR ALTERATION OF DATA OR EXPENSES CAUSED THEREFROM; OR COST OF COVER PURCHASE ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE SERVICE PROVIDER'S AGGREGATE LIABILITY (INCLUDING BUT NOT LIMITED TO PRICE REFUNDS OR REDUCTIONS) TO THE CUSTOMER ARISING OUT OF OR RELATED TO THE AGREEMENT, FOR ANY CLAIM, CAUSE OF ACTION, EVENT, ACT, OMISSION OR FAILURE OCCURRING OR ARISING DURING ANY TWELVE (12) MONTH PERIOD EXCEED THE AMOUNT OF 5,000 USD (CONVERTED INTO THE CUSTOMER'S LOCAL CURRENCY). THE LIMITATIONS OF LIABILITY SHALL NOT APPLY TO: DAMAGES CAUSED BY GROSS NEGLIGENCE OR INTENTIONAL ACT, OR DEATH OR PERSONAL INJURY DUE TO NEGLIGENCE, OR BREACH OF CLAUSE 4 (CONFIDENTIALITY AND NON-DISCLOSURE) OF THESE POC TERMS.

6. Term and Termination

6.1 The Agreement shall be in force for the duration of the Service Term, unless terminated earlier by either Party. Termination can be done with an immediate effect by a written notice.

7. Applicable Law and Dispute Resolution

7.1 If the Customer's address as specified in the Agreement is in the United States, this Clause 7.1 shall govern the applicable law and dispute resolution. The Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of law. The Uniform Commercial Code, the Uniform Computer Information Transaction Act, and the United Nations Convention of Controls for International Sale of Goods shall not apply. All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce. The language of arbitration shall be English and place the City of New York.

7.2 If the Customer's address as specified in the Agreement is in any other country than in the United States, this Clause 7.2 shall govern the applicable law and dispute resolution. The Agreement shall be construed in accordance with the laws of Finland excluding its choice of law provisions and the UN Convention on Contracts for the International Sale of Goods. All disputes arising out of the Agreement shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The language of arbitration shall be English and place Helsinki, Finland.

8. Contracting Entity and Miscellaneous

8.1 For purposes of the Agreement, "Service Provider" means the entity identified below based on the Customer's address:

Customer's Address	Hoxhunt's Contracting Entity	Hoxhunt's Contact
European Union or and any other location than the United States	Hoxhunt Oy (2758722-7)	legal@hoxhunt.com
United States	Hoxhunt Inc. (61-2044575)	legal@hoxhunt.com

8.2 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement.

8.3 The Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter, and no change, modification, amendment or addition of or to the Agreement shall be effective unless it is in writing and approved by the Parties.

