

Wirepas WPE and WNT End User License (EULA)

WIREPAS WPE AND WNT END USER LICENSE TERMS (EULA)

The terms and conditions set forth in these Wirepas Oy's WPE and WNT End User License Terms ("EULA") shall be applied to deliveries of Wirepas Position Engine ("WPE") and/or Wirepas Network Tool ("WNT") software products executed between you ("Customer") and Wirepas Oy, a company existing under laws of Finland, having its address at Visiokatu 4, FI-33720 Tampere, Finland ("LICENSOR") or any of LICENSOR's representatives, resellers or other distributors ("Partner"). For the sake of clarity, this EULA shall not be applied to Wirepas Mesh software products.

1. GENERAL

LICENSOR has developed WPE and WNT software products. All WPE and/or WNT related software, components and parts thereof delivered to Customer are jointly referred to as the "Software Product(s)" in this EULA.

All Software Products are proprietary products of LICENSOR and/or its licensors and the Software Products are protected by copyright laws and international treaties. By installing and using Software Products Customer accepts, understands and agrees to be bound by the terms and conditions of this EULA. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS EULA, RETURN THE SOFTWARE PRODUCT AND ALL COPIES THEREOF TO THE PARTNER FROM WHOM THE SOFTWARE PRODUCT WAS OBTAINED.

2. DELIVERY AND ACCEPTANCE

Customer agrees at its own expense to prepare technical operating environment and obtain necessary hardware in conformity of requirements defined in documentation of LICENSOR or as otherwise notified by LICENSOR. Customer shall be exclusively responsible for the installation, management and control of its use of Software Products. Customer is obliged to strictly follow the installation instructions delivered by LICENSOR in connection with the Software Products or separately otherwise. LICENSOR has the right to audit that the installation instructions are properly followed.

Customer shall without delay and no later than within 14 days from delivery inform LICENSOR in writing of all errors or deficiencies detected in Software Products. Errors which do not substantially prevent the use of Software Products shall not prevent the acceptance. As a sole remedy of Customer, LICENSOR may at its discretion either correct the defect or refund the license fee to Customer and Customer shall uninstall Software Products and return Software Products and all accompanying materials to LICENSOR. In any event Software Products shall be deemed to be accepted by the Customer when Customer takes Software into use.

3. GRANT OF LICENSE AND LIMITATIONS THEREOF

Against full and timely payment of all applicable license and services fees LICENSOR grants to Customer a restricted, non-exclusive and non-assignable license to use Software Products in compliance with the terms of this EULA and documentation provided by LICENSOR in its normal

business. Any other use of the Software Products is expressly excluded and prohibited. The Customer is obligated to report the type and number of instances of Software Products installed on a monthly basis.

The license shall be valid for a definite period of time as agreed with LICENSOR either directly or through its authorized Partner.

Customer shall not: (i) reverse engineer, disassemble, or decompile the Software Products or any part thereof; (ii) remove, alter, or deface any copyright indication or other notices of any proprietary rights or Intellectual Property Rights from the Software Products; (iii) create or manufacture any software development kit products or corresponding products using the Software Products, or market or in any way distribute such products; (iv) appoint any sub-distributors other than expressly granted herein; (v) otherwise distribute, sublicense or otherwise transfer any third party the Software Products unless specifically authorized herein; (vi) bring any suit or otherwise assert a claim against LICENSOR, its licensors or other customers before any court or administrative agency alleging that the Software Products or documentation, or any part thereof, or that the use, implementations or any other derivative works of the Software Products or documentation infringe any Intellectual Property Rights of Partner or any third party; and (vii) copy, export, re-export, sublicense, rent, loan, lease, disclose, sell, market, commercialize, re-license, otherwise transfer to any third party or use or permit use of the Software Products (or any portions thereof) in any manner inconsistent with or not expressly permitted under this EULA.

4. INTELLECTUAL PROPERTY RIGHTS

LICENSOR or its suppliers retain all rights not expressly granted in this EULA, including without limitation the title and interest to and in Software Products and all accompanying material and all intellectual and industrial property rights and other proprietary rights. LICENSOR neither grants nor otherwise transfers any rights of ownership or copyrights in Software Products and Customer shall have only such license rights as expressly specified herein.

5. LIMITED WARRANTY

LICENSOR warrants and represents that Software Products will, at the time of the delivery and for a period agreed with LICENSOR either directly or through its authorized Partner, substantially perform as stated in documentation provided by LICENSOR to Customer and on the operating environment defined in the documentation provided by LICENSOR.

If Customer detects within the above warranty period that Software Products do not substantially perform as stated in the documentation and such non-performance is caused by components contained in Software Products, and LICENSOR has not corrected the defect or provided a workaround thereof within a reasonable time, Customer has a right to terminate the license granted herein. In any such event Customer must uninstall Software Products and upon written request LICENSOR or its Partner who has delivered a copy of Software Products to LICENSOR shall refund the license payment. Except as expressly defined above, LICENSOR PROVIDES SOFTWARE PRODUCTS AND ACCOMPANYING MATERIALS "AS IS" AND HEREBY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER

EXPRESS OR IMPLIED.

LICENSOR assumes no liability of errors in Software Products which are a result of non-compliance with a third party software which Customer has installed or downloaded to Customer's devices, fault or negligence of Customer or any third party and/or improper, incorrect, or unauthorised use of Software Products, or use of Software Products in manner, which Software Products have not been designed, manufactured or specified for, or an external cause such as a failure and/or disruption in a electricity grid. Under no circumstances shall LICENSOR be liable for any consequences, if Customer or any third party not authorised by LICENSOR have made any modifications to Software Products or if Customer has not been strictly in compliance with this EULA.

THE FOREGOING WARRANTIES SET FORTH THE ENTIRE LIABILITY OF LICENSOR AND ALL OTHER WARRANTIES AND CONDITIONS EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION TO THOSE CONCERNING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED.

6. CONFIDENTIALITY

Neither party shall disclose to third parties nor use for any purpose other than for the proper fulfillment of its rights and obligations under this Agreement any Confidential Information received from the other party in whatever form under or in connection with this Agreement without the prior written permission of the disclosing party. The above obligations will not apply to information which:

- a) was in the possession of the receiving party prior to disclosure hereunder; or

- b) was in the public domain at the time of disclosure or later became part of the public domain without breach of the confidentiality obligations herein contained; or
- c) was disclosed by a third party without breach of any obligation of confidentiality owed to the disclosing party; or
- d) was independently developed by personnel of the receiving party having no access to the said information; or
- e) is required to be disclosed pursuant to applicable laws, including without limitation securities laws, or other order or requirement of a court, administrative agency, or other governmental body.

7. LIMITATION OF LIABILITY

Customer understands and agrees that Software Products have not been tested in all operating environments or with all applications under which it may be used by Customer. IN NO EVENT, INCLUDING BUT NOT LIMITED TO PRODUCT LIABILITY CLAIMS AND INTELLECTUAL PROPERTY INFRINGEMENTS, SHALL LICENSOR BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM LICENSOR'S, ITS PARTNERS' OR SOFTWARE PRODUCT'S PERFORMANCE OR FAILURE TO PERFORM HEREUNDER OR THE PERFORMANCE OR USE OF ANY SOFTWARE PRODUCTS OR SERVICES SOLD PURSUANT HERETO. IN NO EVENT SHALL THE AMOUNT OF LICENSOR'S LIABILITY EXCEED THE AMOUNTS PAID BY CUSTOMER TO LICENSOR.

8. LICENSOR'S AUDIT RIGHTS

LICENSOR shall have the right to audit Customer's premises and relevant documentation in order to ensure that Customer is complying with the terms and conditions of this Agreement. Customer is obliged to participate to such audits provided that it has been informed about the audit at least two weeks before. Each party shall bear its own costs related to the audit.

9. MISCELLANEOUS

LICENSOR may, at its option, terminate this EULA and all licenses granted hereunder if Customer breaches substantially any obligation under this EULA, and if such breach is not cured within thirty (30) days after written notice of the alleged breach, or LICENSOR may terminate this EULA and all licenses immediately if the breach is not curable.

LICENSOR shall have the right to use the name and logo of Customer for reference and marketing purposes.

Customer shall not remove any trademarks or other marks or information included in or attached to the Software Products.

LICENSOR shall not be liable to the other for any delay or non-performance of its

obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of Force Majeure.

A failure to exercise, or any delay in exercising, on the part of either party, any right or remedy hereunder shall neither operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

This EULA shall be governed by and construed in accordance with the material laws of Finland, excluding 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 number of arbitrators shall be one. The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be English.

Nothing herein shall be deemed to preclude the Supplier from seeking injunctive relief against the Customer or filing legal actions for payment of outstanding and past due debts in any court of competent jurisdiction.