

This end user license agreement for AWS Marketplace subscribers (“EULA”) sets forth the terms and conditions applicable to the licensing and purchase of Services from BeeHealthy Oy (“BeeHealthy”) by the customer (“Customer”) through AWS Marketplace. BeeHealthy and Customer are referred to collectively as the “Parties” or individually as a “Party”.

This EULA alone is not a purchase agreement. Before BeeHealthy is obliged to provide any Services to Customer, Parties need to enter into a Master Services Agreement to which this EULA is attached.

## 1. Definitions

**Agreement** – means the Master Services Agreement, an Order Form or any other document or agreement based on which BeeHealthy has agreed to provide Services to Customer and to which this EULA is incorporated by reference.

**Affiliate** – means any legal entity which is directly or indirectly owned or controlled by a Party or directly or indirectly owning or controlling a Party or under the same direct or indirect ownership or control as a Party for so long as such ownership or control lasts. Ownership or control shall exist through direct or indirect ownership of more than fifty (50%) per cent of the nominal value of the issued equity share capital or of more than fifty (50%) per cent of the voting rights entitling to vote for the election of Board of Directors or an equivalent body performing similar functions, which can exercise such control.

**Analytics Data** – means diagnostic, technical, usage and other similar statistical data and information (in whatever form) deriving from and relating to Customer’s, its Authorized Parties and end users’ use of the Services (incl. Digital Platform) together with possible feedback, reviews and other similar information in anonymous form.

**Authorized Parties** – means Customer’s or its Affiliate’s Employees and third-party providers authorized by Customer to access the Digital Platform and/or to receive Customer Data by system integration or other data exchange process.

**Confidential Information** – means (i) any software utilized by BeeHealthy in the provision of the Services and its respective source code; (ii) Customer Material; (iii) each Party’s business or technical information, including but not limited to the Documentation, training materials, any information relating to software plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how that is designated by the disclosing party as “confidential” or “proprietary” or the receiving party knows or should reasonably know is confidential or proprietary; and (iv) the terms, conditions and pricing of the Agreement (but not its existence or parties).

**Customer Data** – means data generated using the Digital Platform and information or material transferred by Customer to the Digital Platform.

**Customer Material** – means Customer Data or information or material otherwise provided or made available to BeeHealthy on behalf of Customer for purposes of the Services as well as any other information or material specified as Customer Material by the Parties.

**Data Processing Agreement** – means the data processing agreement attached to the Master Services Agreement.

**Digital Platform** – means software-as-a-service application, including Improvements, providing tools for provision of digital services as described in the Documentation.

**Documentation** – means manuals, user guides and other documentation related to the Services and which may be updated by BeeHealthy from time to time.

**Effective Date** – means the date the Agreement has been duly signed by both Parties.

**Employee** – means employees, consultants, contingent workers, independent and contractors of Customer and its Affiliates.

**Feedback** – means any feedback, suggestions, ideas, amendments, additions, modifications, enhancement requests, recommendations, or other information provided by Customer or its Authorized Parties about BeeHealthy’s Confidential Information and/or Services.

**Improvements** – means all improvements, updates, enhancements, error corrections, bug fixes, release notes, upgrades and changes to the Services and Documentation, as developed by BeeHealthy and made generally available for Customer without a separate charge to customers.

**Intellectual Property Rights** – means patents (including utility models), design patents, and designs (whether or not capable of registration), chip topography rights and other like protection, copyright, trademark and any other form of statutory protection of any kind and applications for any of the foregoing respectively as well as any trade secrets.

**Laws** – means (i) any legislation, regulation, by-law or subordinate legislation in force from time to time to which a Party or the Services are subject and/or in any jurisdiction that the Services are provided to or in; (ii) any binding court order, judgment or decree; or (iii) any applicable direction, policy, rule, guideline or order that is binding on a Party and that is made or given by any regulatory body having jurisdiction over a Party or any of that Party’s assets, resources or business.

**Master Services Agreement** – means the master services agreement made between the Parties to which this EULA is attached.

**Order Form** – means the document describing the Services used by Customer, Service Fees and other matters required to be agreed between the Parties for the delivery of the agreed Services.

**Personal Data** – means any information relating to an identified or identifiable natural person processed under the Agreement. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person, as further defined in the applicable data protection Laws.

**Project** – means a delivery ordered by Customer from BeeHealthy under the Agreement requiring a project to be set up in order to implement the Digital Platform, other Services or a Standard Software into use for the Customer.

**Project Plan** – means a document accepted by the Parties describing the tasks and execution of a Project.

**Service Credits** – means the credits which become payable by BeeHealthy to Customer where the Service Levels are not achieved due to reasons attributable to, or outside the control of, BeeHealthy.

**Service Fees** – means the charges payable by the Customer under the Agreement.

**Service Levels** – means the performance and quality standards and criteria for the Services defined in the Support Model and Service Level Description.

**Services** – means the Digital Platform and any related services described in the Documentation, as well as any Project(s), all of which are ordered under an Order Form.

**Standard Software** – means any standard software components and instructions and other related materials (including any modifications thereto) provided to Customer under separate license terms of the relevant licensor.

**Support Model and Service Level Description** – means the support model and service level description attached to the Master Services Agreement.

**Term** – has the meaning set forth in Clause 15.1.

**Territory** – means the geographical area referred to in the Master Services Agreement or in an Order Form in which Customer is granted the right to use the Services provided by BeeHealthy.

## 2. Provision of Services

**2.1 General.** This EULA govern the provision of the Services provided by BeeHealthy to Customer under the Agreement. To the extent that the Services include or consist of any Standard Software, such Standard Software shall be exclusively governed by the terms and conditions of the relevant licensor. Each Party undertakes to collaborate in a way that makes it possible for the other Party to carry out the tasks for which the other Party is responsible.

### 2.2 BeeHealthy Obligations.

(a) BeeHealthy shall provide the agreed Services in accordance with the Agreement and perform its tasks with due care and with the professional skills required for the tasks.

(b) During the Term, BeeHealthy shall: (i) make the Services available to Customer in accordance with the Documentation, the Support Model and Service Level Description and pursuant to the terms of the Agreement; and (ii) not use Customer Data except: (a) to provide the Services, prevent or address service or technical problems; (b) to verify Service Improvements, in accordance with the Agreement and Documentation; (c) in accordance with Customer's instructions; or otherwise as expressly agreed in the Agreement.

### 2.3 Customer Obligations.

(a) Customer shall provide BeeHealthy with accurate and sufficient information and instructions necessary for the delivery of the Services. Customer is responsible for making any necessary decisions, allocating required resources, and facilitating factors under its control. Unless otherwise set out in the Agreement, Customer shall procure and maintain all necessary equipment, software, and services.

(b) Customer may enable access to the Digital Platform for use only by Authorised Parties solely for the internal business purposes of Customer and its Affiliates and not for the benefit of any third parties. Customer is responsible for all Customer Affiliate and Authorised Party use of the Digital Platform and compliance with the Agreement.

(c) Customer: (i) has sole responsibility for the accuracy, quality, and legality of all information submitted to the Digital Platform; (ii) ensures that the Services are suitable for its intended use and use the Services in accordance with the Agreement and Laws and (iii) use reasonable endeavours to prevent unauthorised access to, or use of, the Digital Platform, and notify BeeHealthy promptly of any such unauthorised access or use.

## 3. Project Terms

(a) The Parties shall appoint a steering group to organize the co-operation between the Parties in respect of the Project. The steering group to, which each Party shall nominate its representatives, shall supervise the implementation of the Project as the cooperation organisation of the Parties. The steering group's other duties may be specified in a Project Plan. The steering group shall convene at the request of either Party as required. Minutes of the meetings of the steering group shall be kept and all decisions shall be unanimous.

(b) Both Parties shall appoint a project manager who shall have the duty to report to the steering group regarding the status and progress of the Project. The project manager's other duties may be specified in the Project Plan.

(c) Each Party shall assign the necessary personnel to the Project and reserve sufficient working time for them for the performance of the tasks. Each Party shall reserve the necessary working space and tools necessary for the Project. Each Party shall contribute to the implementation of the Project with respect to factors under the command or control of the Party. Each Party undertakes to take such decisions as are necessary to implement the Project without undue delay. The Services shall be performed using BeeHealthy's working methods.

(d) All changes and the possible effects of such changes on the time schedule, price and other

terms and conditions of the Project must be agreed in writing in advance in order to be valid. Unless otherwise agreed in writing, the steering group shall have the right to make decisions on the changes provided each Party's named steering group representatives approve them.

#### **4. Service Fees and Payment Terms**

**4.1 Invoices and Payment.** Service Fees and any other agreed fees and expenses due under the Agreement will be invoiced from Customer in accordance with the Agreement. Except as otherwise set forth in the Agreement, BeeHealthy's invoices will be due and payable by Customer within fourteen (14) days net from receipt of invoice. Service Fees and other agreed fees and expenses are charged in EUR, and payment is deemed to be made when BeeHealthy has received immediately available funds in full at the Finnish bank account specified in the invoice. Late payments will accrue interest seven (7) percent per annum. Invoicing will occur monthly in arrears.

**4.2 Taxes.** The Service Fees do not include value-added tax ("VAT") or any other duties or taxes and are subject to reverse charge VAT by Customer. Should applicable law require payment of VAT or any other local indirect sales taxes and/or duties by BeeHealthy, BeeHealthy shall have a right to add such taxes and/or duties to its rates and Service Fees set forth in the applicable invoice in accordance with the applicable tax laws and regulations.

**4.3 Price Increases.** BeeHealthy has the right to increase the unit and/or volume-based rates applicable to the Services six (6) percent per calendar year. Further, BeeHealthy may increase the rates applicable to the Services by an amount corresponding to an increase of costs of relevant third-party offerings. BeeHealthy shall inform Customer of any increase of the rates applicable to the Services at least forty-five (45) days before the effective date of the increase.

**4.4 Travel expenses.** Reasonable travel and accommodation expenses shall be invoiced on a time and material basis and reimbursed by Customer against receipts thereof and against a detailed invoice. Any travel arrangements have to be accepted in advance by Customer in writing.

**4.5 Non-Payment and Suspension of Services.** BeeHealthy shall always have the right to suspend the Services if Customer is in default of its payment of undisputed Service Fees due under the Agreement and does not pay such Service Fees despite a written request to pay within fourteen (14) days calculated from the date of such request, which request may be sent by email. The suspension can be continued until Customer has paid all undisputed Service Fees due under the Agreement, after which BeeHealthy shall continue the provision of the Services. Customer may withhold payment of particular Service Fees it disputes in writing and in good faith prior to the due date of the payment in question.

#### **5. Intellectual Property Rights**

**5.1 Ownership of Customer Material.** All Intellectual Property Rights and title to the Customer Material shall belong to Customer or its third party. To the extent necessary for BeeHealthy's performance of the Services, Customer hereby grants to BeeHealthy a limited, royalty-free, non-exclusive, non-transferable license to use Customer Data and Customer Material for the sole purpose of providing the Services.

**5.2 Ownership of the Services.** Customer acknowledges that BeeHealthy or a third party owns and retains all the Intellectual Property Rights in and to the Services, Improvements, Documentation and any related process, material, content or methodology provided or used by BeeHealthy, and any modification, improvement or enhancement thereto however and by whoever developed or provided. Nothing contained in the Agreement shall be construed to convey to Customer any rights or ownership in or to the Services, Improvements, Documentation, or related methodologies, material, content or processes, including any related Intellectual Property Rights, other than the limited rights expressly provided in the Agreement.

**5.3 Grant of Rights.** Subject to the terms of the Agreement and subject to the due payment of all Service Fees BeeHealthy hereby grants Customer (for itself and those of Customer's Affiliates and Authorized Parties) a non-exclusive, revocable in case of Customer's breach of the Agreement

and non-transferable, right to use the Services and Documentation, solely for the internal business purposes of Customer and its Affiliates, within the scope of use defined in the relevant Order Form, and solely during the Term.

**5.4 Restrictions.** Customer shall not: (i) modify or copy the Services, Improvements or Documentation or create any derivative works based on the Services, Improvements or Documentation; (ii) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise make the Services, Improvements or Documentation available to any third party, other than to Authorized Parties as permitted herein; (iii) reverse engineer or decompile any portion of the Services, Improvements or Documentation, including but not limited to, any software utilised by BeeHealthy in the provision of the Services, except to the extent required by Law; (iv) access the Services or Documentation in order to build any commercially available product or service, except as otherwise provided in an applicable Order Form; or (v) modify, copy or create derivative works of any features, functions, integrations, interfaces or graphics of the Services, Improvements or Documentation.

**5.5 Collection of Analytics Data.** BeeHealthy collects Analytics Data to Customer as part of the Services as described in the Documentation. All intellectual property rights and title to the Analytics Data collected shall belong to Customer. However, Customer hereby grants to BeeHealthy a worldwide, perpetual, irrevocable (save for material breach), non-exclusive, fully paid-up license to process and use, and to permit third parties acting on BeeHealthy's behalf to process and use, any such collected Analytics Data in connection with BeeHealthy's business (incl. for product development purposes), provided that the Analytics Data is in aggregate or otherwise anonymous form. The license granted herein shall include the free right to reproduce, create derivative works and modify the Analytics Data by BeeHealthy or by third parties acting on BeeHealthy's behalf.

**5.6 Improvements.** BeeHealthy shall have a royalty-free, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into its services any Improvements. BeeHealthy shall have no obligation to make Improvements based on received Feedback. Customer shall have no obligation to provide Feedback.

## 6. Confidentiality

Each Party shall keep in confidence all material and information received from the other Party and marked as confidential or which should be understood to be confidential, and may not use such material or information for any purposes other than those set out in the Agreement. The confidentiality obligation shall, however, not apply to material or information, (a) which is generally available or otherwise public; (b) which the receiving party has received from a third party without any obligation of confidentiality; (c) which was in the possession of the receiving party prior to receipt of the same from the other party without any obligation of confidentiality related thereto; (d) which the receiving party has independently developed without using material or information received from the other party; or (e) which the receiving party is required to provide due to law or regulation by the authorities.

Each Party shall promptly upon termination of the Agreement or when the Party no longer needs the material or information in question for the purpose set out in the Agreement cease using confidential material and information received from the other Party and upon request return or destroy the material including all copies thereof in a reliable manner. Each Party shall, however, be entitled to retain such material as is required by law or regulation by the authorities.

Each Party shall be entitled to use the professional skills and experience acquired in connection with the delivery of the Services.

## 7. Changes to Services

BeeHealthy shall be entitled to make such change to the Services that (a) relates to the production environment of the Services and does not affect the contents of the Services or the Service Level; (b) is necessary to prevent a severe data security risk related to the Services; or (c) results from law or regulation by authorities. If such change has an effect on the Services delivered to Customer,

BeeHealthy shall inform Customer in good time in advance or, if this is not reasonably possible, without delay after BeeHealthy has become aware of the matter. BeeHealthy shall also be entitled to make changes to the Services other than those specified above after informing Customer in good time in advance. If such change has a material effect on the contents of the Services or the Service Level, BeeHealthy must inform Customer about the change in writing at least 90 days before the effective date of the change and Customer shall have the right to terminate the Agreement by giving 30 days prior notice. In that case the termination notice shall be given in writing no later than 14 days following the effective date of the change.

## **8. Warranty**

Save for the Service Levels specified in the Support Model and Service Level Description, the Services and anything provided by BeeHealthy in connection with the Agreement are provided “as is”, without any warranties of any kind. BeeHealthy (and its agents, Affiliates, licensors and suppliers) hereby disclaim all warranties, express or implied, including without limitation, all implied warranties of merchantability, fitness for a particular purpose, title, compliance with Laws and non-infringement.

## **9. Suspension and Discontinuation of the Services**

BeeHealthy shall have the right to temporarily suspend the provision of the Services and/or deny Customer’s access to the Services without first hearing the Customer due to (a) a significant data security risk to the Services, (b) if applicable law or a court or administrative order requires BeeHealthy to do so, (c) if BeeHealthy becomes aware of, or reasonably suspects, any activities of Customer or its authorized users that violate its obligation under the Agreement, (d) if the Services are used contrary to, or for a purpose prohibited by the Agreement, applicable laws or court or administrative orders, or € the Services are used in a manner that jeopardizes the provision of the Services to other users. BeeHealthy shall promptly notify Customer of the suspension of the Services under this Clause as well as the grounds for such suspension and shall use its best efforts to resolve the issue with Customer without undue delay.

Customer understands that the Services are hosted by subcontractor(s) of BeeHealthy. Such subcontractor(s) may reserve rights to discontinue or amend their services at any time. BeeHealthy shall not be liable in any way for any amendments or discontinuation of such services provided by subcontractors. BeeHealthy undertakes to inform Customer in writing of material amendments or discontinuation without delay after having become aware of any third-party plans to materially amend or discontinue the provision of such services affecting Customer’s use of the Services.

## **10. Infringement of Intellectual Property Rights<sup>8</sup>**

**10.1 BeeHealthy Indemnity.** BeeHealthy shall at its own expense indemnify Customer against claims presented against Customer that the Services infringes third party intellectual property rights in the Territory.

**10.2 Customer Indemnity.** Customer agrees to indemnify BeeHealthy, at the Customer’s own expense, against any claims made towards BeeHealthy based on any information or data Customer inputs to the Services, including without limitation claims that the Customer’s Material infringes third party intellectual property rights or that the data otherwise infringes applicable laws.

**10.3 Conditions.** The indemnitor’s obligations in Clause 10.1 and 10.2 are conditioned on the indemnitee: (i) promptly giving written notice of the claim to the indemnitor (although a delay of notice will not relieve the indemnitor of its obligations under this Clause except to the extent that the indemnitor is prejudiced by such delay); (ii) giving the indemnitor sole control of the defence and settlement of the claim (although the indemnitor may not settle any claim unless it unconditionally releases the indemnitee of all liability); and (iii) providing to the indemnitor, at the indemnitor’s cost, all reasonable assistance.

**10.4 Exceptions.** BeeHealthy shall not be liable if the claim (i) is asserted by an Affiliate; (ii) results

from alteration of the Services by Customer or from compliance with Customer's written instructions; (iii) results from use of the Services in combination with any product or service not supplied or approved by BeeHealthy; or (iv) could have been avoided by the use of a released product or service that complies with the Agreement and corresponds with the Services and which product or service is offered for use to Customer by BeeHealthy without separate charge.

**10.5 Continued Use of the Services.** If in the reasonable opinion of BeeHealthy the Services infringes third party intellectual property rights in the Territory or if such infringement has been confirmed in a trial, BeeHealthy shall and may at its own expense and discretion either (i) obtain the right to continue use of the Services for Customer; (ii) replace the Services with a product or service that complies with the agreement and corresponds to the Services; or (iii) modify the Services in order to eliminate the infringement in such a manner that the modified Services complies with the Agreement. If none of the above-mentioned alternatives is available to BeeHealthy on reasonable terms, Customer shall, at the request of BeeHealthy, stop using the Services, and BeeHealthy shall refund the price paid by Customer for the Services less the proportion of the price corresponding to the actual time of use.

**10.6 Exclusive Remedy.** Clause 10 states each indemnitee's exclusive remedies and the indemnitor's sole obligations for all third party claims related to the subject matter of this Clause.

## **11. Subcontracting**

Unless otherwise agreed in writing, either Party shall have the right to subcontract its obligations under the Agreement. Upon request by the other Party, such Party shall provide necessary information regarding such subcontractors. Each Party shall ensure that its subcontractors comply with the requirements set out for the Party. Each Party shall be liable for the performance of its subcontractors as for its own performance. Each Party shall contribute to the cooperation between its subcontractors and the subcontractors of the other Party where necessary for the tasks related to the Agreement.

## **12. Limitation of Liability**

Neither Party shall be liable for any loss of profit or indirect or consequential damages.

The total aggregate liability of a Party towards the other Party under the Agreement, including possible liquidated damages and Service Credits, shall not exceed one hundred per cent (100%) of the total Service Fee paid to BeeHealthy in the six (6) months period preceding the cause of action giving rise to a claim. During the first six (6) months from the Effective Date, the total liability of either Party shall not exceed the average monthly Service Fee, such average being calculated from the monthly Service Fee incurred between the Effective Date and the event giving rise to a claim multiplied by six (6).

The total aggregate liability of either Party towards the other Party for breach of data processing obligations under the Agreement shall not exceed the liability specified above multiplied by two (2).

The limitations of liability under this Clause shall not apply to: (i) wilful misconduct or gross negligence; (ii) a Party's indemnification obligations; (iii) breach of the other Party's Intellectual Property rights; (iv) breach of confidentiality obligations or (v) Customer's payment obligations.

## **13. Data Processing**

To the extent Personal Data is accessed or processed in connection with the Agreement, the provisions of the Data Processing Agreement to be attached to the Master Services Agreement shall be applied.

## 14. Data Security

Each Party shall ensure that the Party's own environments within that Party's responsibility under the Agreement, are protected against data security threats in accordance with the adequate data security procedures used by the Party, and shall ensure that measures relating to data security and backup are complied with. Neither Party is responsible for the data security of the general communications network or any disturbance in the general communications network.

A Party shall notify the other Party without undue delay of any significant data security risks and data security breaches, actual or suspected, detected by such Party that pose a threat to the Services or its use. A Party shall, for its part, take immediate action in order to eliminate or reduce the effect of any data security breach. A Party shall be responsible for contributing in the investigation of data security breaches.

## 15. Term and Termination

**15.1 Term of the Agreement.** The Term of the Master Services Agreement commences on the Effective Date and continues until the stated Term in all Order Forms has expired or has otherwise been terminated, unless otherwise extended pursuant to the written agreement of the Parties ("Term"). Subscriptions to the Services commence on the date, and are for a period, as set forth in the applicable Order Form.

**15.2 Termination.** The Agreement may be terminated for cause with immediate effect by written notice by the non-defaulting Party in the event that (i) the other Party commits a material breach of the Agreement and fails to remedy such breach within thirty (30) days after having been given written notice in respect thereof; or (ii) the other Party suffers distress or execution or commits an act of bankruptcy or goes or is put into liquidation (otherwise than solely for the purpose of amalgamation or reconstruction) or if a receiver is appointed over any part of such other Party's business or if an administration order is made in respect of such other Party. Either Party may also terminate the Agreement for cause, if it becomes evident that the other Party will commit a breach of contract entitling to termination of the Agreement.

**15.3 Effect of Termination.** Upon termination by Customer pursuant to Clause 15.2 (Termination): (i) BeeHealthy shall refund Customer any prepaid fees for the affected Service that were to be provided after the effective date of termination; and (ii) Customer shall pay any fees accrued or due and payable to BeeHealthy prior to the effective date of termination. In the event of any termination by BeeHealthy pursuant to Clause 15.2 (Termination): (a) such termination shall not relieve Customer of the obligation to pay any fees accrued, due and payable to BeeHealthy prior to the effective date of termination; and (b) Customer acknowledges and agrees that the Agreement is non-cancellable and non-refundable, and therefore all future amounts are due under all Order Forms in effect as of the date of termination. In the event the Agreement is terminated, all Order Forms shall also be terminated simultaneously. Upon any expiration or termination of the Agreement, Customer shall, as of the date of such expiration or termination, immediately cease accessing and otherwise utilising the Services, Documentation and BeeHealthy Confidential Information.

### 15.4 Termination Assistance.

On expiration or termination of the Agreement, BeeHealthy shall reasonably contribute in the transition of the Customer Data in the possession of BeeHealthy to a party designated by Customer. Unless otherwise agreed in writing, the obligation to contribute ends after three (3) months from the expiration or termination of the Agreement. The agreed pricing principles shall apply to services relating to BeeHealthy's obligation to contribute to the transfer.

The obligation to contribute to the transfer shall not apply if the Agreement is terminated due to a material breach by Customer. BeeHealthy shall, however, also have the obligation to contribute to the transfer mentioned above if the Agreement is terminated due to a material breach by the Customer, if Customer settles all amounts due to BeeHealthy and provides an acceptable guarantee for further payments under the Agreement.

## 16. General Provisions

**16.1 Relationship of the Parties.** The Parties are independent contractors. The Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. There are no third-party beneficiaries to this Agreement.

**16.2 Notices.** Notices which may or are required to be given by one Party to the other Party shall be in writing and shall be sent by prepaid first class registered post or courier delivery, to the receiving Party at the address given in the Agreement or such other address as may be designated by the receiving Party by notice addressed to the other Party. Notices to the other Party shall be sent to the address shown in the Master Services Agreement addressed to the Party's signatory of the Agreement. Any notice sent by prepaid first class registered post shall be deemed to be received five (5) days after the date of posting and any notice sent by courier delivery shall be deemed to be received at the time of delivery.

**16.3 Force Majeure.** Neither Party shall be liable for delay and damage caused by an impediment beyond the Party's control and which the Party could not have reasonably taken into account at the time of conclusion of the Agreement and whose consequences the Party could not reasonably have avoided or overcome. Such force majeure events shall include, if not proven otherwise, inter alia, war or insurrection, earthquake, flood or other similar natural catastrophe, interruptions in general traffic, data communication or supply of electricity, import or export embargo, strike, lockout, boycott or other similar industrial action. A strike, lockout, boycott and other similar industrial action shall also be considered, if not proven otherwise, a force majeure event when the party concerned is the target or a party to such an action. A force majeure event suffered by a subcontractor of a Party shall also be considered a force majeure event in relation to the Party if the work to be performed under subcontracting cannot be done or acquired from another source without incurring unreasonable costs or significant loss of time. Each Party shall without delay inform the other Party in writing of a force majeure event and the termination of the force majeure event.

**16.4 Governing Law and Jurisdiction.** The Agreement and any dispute, claim or controversy arising out of or relating to the Agreement, or the breach, termination or validity thereof, are governed by and construed in accordance with the laws of Finland without regard to its principles and rules on conflict of laws. Any dispute, controversy or claim arising out of or relating to the 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 by a sole arbitrator. The seat of arbitration shall be Helsinki, Finland. The language of the proceedings shall be English. Notwithstanding to the above, claims for non-payment of undisputed monetary charges may be resolved in the district court of the respondent's place of domicile. Notwithstanding the above, the Parties shall also be entitled to seek injunctive or other interim relief in relation to a breach of the Agreement in the applicable general courts having jurisdiction over the defaulting Party and/or any of its assets.

**16.5 Service Levels and Service Credits** The Services are provided on an "as is" and "as available" basis. Any and all Service Levels have been specified in the Support Model and Service Level Description. A failure by BeeHealthy to meet any Service Level shall not, however, constitute a breach of contract by BeeHealthy, but may give Customer the right to the Service Credits specified in the Support Model and Service Level Description. The Service Credits set forth in the Support Model and Service Level Description shall be Customer's sole and exclusive remedy and BeeHealthy's sole liability as regards any failure to meet any Service Level.

### 16.6 Miscellaneous.

**(a) Entire Agreement.** The Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matters covered and supersedes all prior negotiations, understandings, and agreements, whether written or verbal, relating to the subject matters covered. Any previous agreements, both written and verbal, between any of the Parties with respect to the subject matters covered shall be deemed null and void.

**(b) Assignment.** A Party may not assign the Agreement or any of its rights and obligations,

whether in whole or in part, without the other Party's express prior written consent. Notwithstanding the above, BeeHealthy may assign the Agreement, in whole or in part, to any of its Affiliates or to any third party to which any part of its business is transferred, provided, that the assignee agrees in writing to adhere to the Agreement. The consent of a Party to any assignment of the Agreement does not constitute such Party's consent to further or additional assignment. The Agreement is binding on the Parties and their successors and permitted assigns. Any assignment in contravention of this Clause 16.6(b) is null and void.

**(c) Amendment.** Any amendment to the Agreement shall be in writing and shall have no effect before signed by duly authorized representatives of both Parties.

**(d) Waiver and Cumulative Remedies.** No failure or delay by a Party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**(e) Severance.** If any part or any provision of the Agreement is or becomes invalid, illegal or unenforceable, the Parties shall negotiate in good faith and attempt to amend such provision so that, if and when amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision in accordance with this Clause 16.6 shall not affect the validity and enforceability of the rest of the Agreement.

**(f) Survival.** Those Clauses that by their nature are intended to survive the expiry, termination or cancellation of the Agreement, will so survive.

**(g) Publicity and Disclosures.** Neither Party may, without the other Party's prior written consent, make or authorize any public announcement or disclosure regarding the Agreement or use the other Party's name, trademarks, service marks, or other proprietary marks in marketing or promotional materials. Any approved use must comply with any brand guidelines or other instructions provided by the granting Party.

**(h) Counterparts.** The Agreement may be executed in counterparts, which taken together shall form one binding legal instrument. The Parties consent to the use of electronic signatures in connection with the execution of the Agreement and further agree that electronic signatures to the Agreement shall be legally binding with the same force and effect as manually executed signatures.