

General Terms and Conditions – Licensing Agreement for Software and User Agreement for Dashboard

1. General

These General Terms and Conditions (hereinafter the "General Terms") are applied to the use of Netradar App Analyzer Client Library (hereinafter the "Software") and Netradar App Analyzer Dashboard (hereinafter "Dashboard") (both hereinafter the "Service/-s") developed and provided by Celltrum Oy, business-ID 2853295-7, address Otakaari 5, 02150 Espoo, Finland (hereinafter "Netradar").

Service collects measurements through the Software embedded into Licensee's own Application and stores them into Netradar Database (hereinafter the "Database"). Dashboard visualizes key insights from the data collected.

By taking Service into use the company and/or the entity (hereinafter the "Licensee") accepts these General Terms and undertakes to comply with these terms (hereinafter the "Agreement").

Licensee provides services to their own users (hereinafter the "Users").

Netradar and Licensee are referred to collectively as the "Parties" and each separately as a "Party".

These General Terms shall be valid upon 1st of January 2019 until further notice. Netradar has the right to change these General Terms by informing the Licensee thereof and making the updated terms and conditions available to the Licensee through email or equivalent medium. The Licensee shall bind by the updated terms and conditions by continuing the use of the Services.

2. License

Licensee shall have the right to use and distribute the Software as part of its offering. Upon expiration of the license Licensee shall immediately stop using the Services.

Subject to the terms of this Agreement, Netradar hereby grants a non-exclusive, limited license to the Licensee to use the Service. The license includes the right to use and create necessary amount of copies of the Software and to deliver the Software to be used by its subcontractors and resellers. Licensee remains

solely responsible for such third party's compliance with the provisions of this Agreement.

Licensee shall not and shall procure that its subcontractors and resellers do not, disclose, modify, decompile, reverse engineer or otherwise attempt to discover the source code of or make derivative works of the Service.

This license does not include the right to collect and/or gather measurement results from the Software into a database other than the Database except as needed for common logging and problem-solving purposes.

The Licensee has the right to use and exploit the Service to the extent agreed and for its own business purposes only.

Use of the Service shall require a personal or Licensee company level user identification and password (hereinafter "User ID"). The individual named user of the Service can be changed during the agreement period by providing a written request in that regard to Netradar.

The Licensee and any named user using the Service on behalf of the Licensee are obliged to keep secret the provided User ID. The Licensee is responsible for all use of the Service under its User IDs and that the use of the Service in all respects complies with these General Terms, then current laws, regulations and orders issued by competent authorities.

Netradar is continuously developing the Service and its features and offers the Service and its content as it is available at the time. Netradar has the right to change the functionalities and content of the Service and continued usage of the Service by the Licensee shall be deemed as acceptance.

3. Responsibilities and Obligations of the Licensee

3.1. Material and Intellectual Property Rights

Ownership and intellectual property rights including copyrights, in and to the Software and the Dashboard as well as to any possible amendments made thereto, the Database and measurement results collected and stored into the Database belong exclusively to Netradar.

3.2. Costs

The Licensee is responsible for all costs incurred from or related to the use of the Service, such as creating of Licensee's technical infrastructure

and its maintenance, data connections and fees related thereto.

3.3. Liability for Damages

If the Licensee is in breach of this Agreement, Netradar has the right to discontinue the use of the applicable User ID. In case of a material breach of the Agreement, Netradar has the right to immediately stop providing the Service to the Customer and cancel the User IDs of the Licensee.

The Licensee is responsible for Netradar and for any third parties for any damages and expenses caused by its acts or omissions which are against the Agreement, these General Terms or any applicable laws or regulations.

3.4. Privacy

Licensee will have and abide by an appropriate Privacy Policy and will comply with all applicable laws, policies, and regulations relating to the collection of information from Users.

Licensee must post a Privacy Policy which discloses the use of Netradar Service. Netradar makes its own Privacy Policy publicly available on its Web Site.

In relation to personal data, Netradar is the controller to all data in the Database and by exporting or re-purposing such data, the Customer assumes the responsibilities of a data controller for such exported or re-purposed data.

4. Responsibilities and Limitations of Liability of Netradar

4.1. Limitation of Liability

Netradar gives no warranty and is not responsible in any regards for the suitability of the Service or its use to the business of the Licensee.

The Licensee exploits and uses the Service at its own risk. Netradar is not responsible for any indirect, consequential, or any similar damages or expenses caused to the Licensee, including but not limited to cover purchase, loss of customer ship, loss of profits or damage caused due to decrease or interruption in production or turnover.

It is expressly stated that Netradar shall not be liable for (a) defects, faults or errors in the Service, any solutions derived from the Service or any decreases in performance capacity arising from the implementation of the Service, or (b) any damages caused by material produced

on the basis of the Service or its content and that is used in conjunction with any products or services acquired by the Licensee from any third parties, or (c) any consequences arising from the transfer, copying or use of any such material.

The limitations of liability shall not apply to damages caused by willful misconduct or gross negligence or by breach of confidentiality provisions.

The aggregate total liability of Netradar is in all cases limited to the amount corresponding to user fees of then current annual user fee for the Service already paid by the Licensee. Any request for damages must be made in writing within three (3) months since the Licensee become aware or should have had knowledge for the basis of the claim for damages.

4.2. Availability of the Service

Netradar shall use its reasonable efforts in order to have the Service available to the Licensee without interruption. However, Netradar reserves the right to have temporary breaks regarding the availability of the Service due to technical reasons such as maintenance breaks.

Netradar and its co-operation partners shall take no liability for any errors in the content of the Service or any consequences of such errors. The Licensee shall have no right, except with Netradar's specific prior written notice, to distribute, publish, copy, resell, transfer or otherwise make available to third parties any data, material or content related to or included in the Service.

The Licensee is obliged to return or at the request of Netradar to destroy any and all such data, material or content related to the Service in its possession latest at the expiry of its user rights.

4.3. Technical Support

Netradar shall provide reasonable technical support to Licensee in initializing the use of Software.

Custom technical support levels are defined for each Plans for the usage of the Service.

5. Price of the Service, Term of the Agreement and Termination

Netradar provides different tariffs structures (hereinafter "Plan") for the usage of the Service. Appropriate Plan is selected at the time of

signing for the Service first time or at the time of upgrading the Plan.

Subject to specific Plan conditions, Licensee is entitled to use the Service for the period and to the extent agreed in the Plan and according to these General Terms.

Subscription for the Service is automatically renewed by the length of the Licensee's chosen subscription period, unless Licensee has cancelled the subscription. A monthly subscription is automatically renewed each month and likewise yearly subscription is automatically renewed each year. Cancellation of the subscription can be done latest two (2) weeks prior the next subscription period.

Netradar has the right to terminate the Agreement with immediate effect, if the Licensee (i) commits a substantial breach of the agreed terms and conditions and has not remedied such breach within 15 days from Netradar's written notice for the breach; or (ii) is declared bankrupt or is put into liquidation proceedings or otherwise ceases to make its payments.

6. Confidentiality

The Licensee undertakes to keep in confidence all confidential information of Netradar and shall use such confidential information only for the purpose of the Agreement. The Licensee shall have the right to

- a) copy confidential information of Netradar only to the extent necessary for the agreed purpose; and
- b) disclose confidential information of Netradar only to those of its employees who need to know such confidential information for the agreed purpose of the Agreement.

The confidentiality obligations shall not apply to any material or information of Netradar, which:

- a) is generally available or otherwise public other than by a breach of the confidentiality obligations by the Licensee; or
- b) the Licensee has received from a third party without any obligation of confidentiality; or
- c) was in the possession of the Licensee without any obligation of confidentiality prior to receipt of the same from Netradar; or
- d) the Licensee has developed independently without using material or information received from Netradar; or

e) the Licensee shall disclose pursuant to a law, decree, or other order issued by the authorities or judicial order.

The obligations for confidentiality shall survive any termination or expiration of the Agreement.

Netradar shall have the right to use the Licensee's name as a general reference.

7. Force Majeure

Neither Party shall be liable for delay or damage caused by an impediment beyond the Party's control, 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, export or import embargo, strike, lockout, boycott or other labor dispute. A strike, lock out, boycott or other labor dispute shall also be considered, if not proven otherwise, a force majeure situation when the Party concerned is the target or an active party to such action. A Party shall without delay inform the other Party when a force majeure event begins and when it ends.

8. Assignment of Rights and Responsibilities

Neither Party may assign the Agreement, nor the rights and responsibilities based thereon to a third party without the prior written consent of the other Party. Notwithstanding the aforesaid, each Party has the right to assign their receivables under the Agreement to a third party.

In addition to and after providing of a written notice to the Licensee, Netradar shall have the right to transfer its rights and responsibilities under the Agreement to such a third party to whom the business of Netradar related to this Agreement has been transferred.

9. General Provisions

These General Terms shall be governed by the laws of Finland without reference to its choice of law rules and disputes arising from these shall be attempted to be settled amicably between the Parties.

These General Terms and the Agreement constitutes the entire Agreement between the Parties. Any other written or oral terms and

conditions, including, without limitation, agreement, tenders or request for proposals are void and shall be of no force and effect.

If no agreement is reached between Netradar and the Licensee, any dispute arising out of or relating to the Agreement or these General Terms 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 (1) appointed by Arbitration Institute of the Finland Chamber of Commerce. The arbitration shall take place in Helsinki, Finland. The arbitration shall be conducted, and the arbitration award shall be given, in English, if not otherwise agreed by the Parties. The Parties agree that the arbitration and all related material and information thereto shall be treated as confidential information.

Either Party, before or during any legal proceedings, may apply to a court having jurisdiction for a temporary restraining order where such relief is necessary to protect that Party's interests in pending completion of the legal proceedings.