

This Software License Agreement (hereinafter referred to as the "Agreement") is a legal agreement by and between (i) You (either an individual or an entity) and (ii) Techila Technologies Ltd (Business ID/VAT Number FI2009537-7), a Finnish company incorporated and existing under the laws of Finland having its contact address at P.O. Box 567, 33101 Tampere, Finland (hereinafter referred to as "Techila") for Techila Software, which includes computer software and may include associated media, printed materials and/or "online" or electronic documentation (hereinafter together referred to as "Techila Software"). Techila and You are being hereinafter referred also collectively as the "Parties" and individually as the "Party" as the context may require.

This Agreement is related to services provided by Microsoft corporation (hereinafter referred also to as the "Cloud Provider") to You. According to this Agreement, You may only use Techila Software as a service (hereinafter referred to as the "Service") provided via the Azure Marketplace located at the web address of azure.microsoft.com (hereinafter referred to as the "Marketplace") as provided by the Cloud Provider according to provisions determined from time to time by the Cloud Provider to You. Techila shall not in any way be liable for the Service and/or Marketplace provided by the Cloud Provider to You.

By accepting, launching, subscribing to and/or otherwise using all or any portion of Techila Service You accept all provisions of this Agreement.

1. GRANT OF LICENSE

Techila Software is protected by intellectual property laws and treaties. Techila Software is provided to you as a service by Techila via the Marketplace, not sold. Techila grants You a non-exclusive and non-transferable license to use Techila Software for the duration of this Agreement and as long as You have valid agreement with the Cloud Provider.

You may only use Techila Software as a Service from the Marketplace provided by Microsoft.

You shall have no right (i) assign, sublicense, distribute, rent, lease, loan, lend and/or otherwise transfer the license, or any part thereof, to Techila Software to any third party, (ii) make changes and/or other amendments to Techila Software, and/or (iii) reverse engineer, disassemble or decompile unless expressly permitted by the applicable mandatory rules of applicable law.

2. SUPPORT SERVICES

Techila may or may not, at its own discretion, provide You with free and commercial support services related to Techila Software ("Support Services"). In case Techila will provide the Support Services, the Support Services may be obtained as described on Techila web site at www.techilatechnologies.com.

3. INTELLECTUAL PROPERTY RIGHTS

All copyrights, trademarks and all other intellectual property rights, interest and title in and to Techila Software and related documentation, including, but not limited to, possible new revisions, new versions, updates, correction patches and other amendments, additions, and/or changes shall at all times belong exclusively to Techila and/or its licensors.

Except as expressly stated in this Agreement, this Agreement does not grant You any intellectual property rights in Techila Software and all rights not expressly granted in this Agreement are reserved by Techila.

4. TERM AND TERMINATION

The Agreement is effective until terminated by You or Techila.

The right to use Techila Software granted to You by this Agreement will terminate automatically with immediate effect, when (i) You delete the resources related to Techila Software from Your Microsoft Azure Subscription or (ii) Your agreement with the Cloud Provider according to which You may use the Service and Marketplace is terminated, cancelled or expired, whichever occurs first.

The right to use Techila Software granted by this Agreement will terminate automatically without or with notice (whichever occurs first) with immediate effect, if You fail to comply with any term or condition of this Agreement.

Techila may, at its own discretion, terminate this Agreement and suspend Your right to access or use any portion or all of Techila Software immediately if Techila determines: (a) Your use for Techila Software (i) poses a security risk to Techila Software or any third party, (ii) may subject Techila, Techila's affiliates, or any third party to liability, or (iii) may be fraudulent; (b) You are in breach of this Agreement, including if you are delinquent on your payment obligations to Techila or the Cloud Provider; or (c) you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

Upon termination of the license granted by this Agreement or use of Techila Software (whichever occurs first), You shall cease all use of Techila Software.

There will be no refund and/or any other compensation to You because of any termination, cancellation or expiration of this Agreement.

5. DISCLAIMER OF WARRANTY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TECHILA AND/OR ANY OF ITS SUPPLIERS/LICENSORS PROVIDE TECHILA SOFTWARE ON "AS IS" AND "AS AVAILABLE" BASIS AND WITH ALL FAULTS AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES, AND OF LACK OF NEGLIGENCE, ALL WITH REGARD TO THIS AGREEMENT AND/OR TECHILA SOFTWARE, AND THE PROVISION OF THIS AGREEMENT AND/OR FAILURE TO PROVIDE SUPPORT SERVICES.

6. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TECHILA AND/OR ANY OF ITS SUPPLIERS/LICENSORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR EXPENSES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS AND LOST OF SAVINGS, OR FOR THE LOSS OF, DAMAGE TO, OR ALTERATION OF DATA OR DATA FILES DUE TO ANY CAUSE AND THE RESULTING DAMAGES AND EXPENSES INCURRED, SUCH AS EXPENSES BASED ON THE RE-CREATION OF DATA FILES) ARISING OUT OF THE USE OF OR INABILITY TO USE TECHILA SOFTWARE OR THE PROVISION OF THIS AGREEMENT OR FAILURE TO PROVIDE SUPPORT SERVICES OR OTHERWISE ARISING FROM THIS AGREEMENT, EVEN IF TECHILA AND/OR ANY OF ITS SUPPLIERS/LICENSORS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE ENTIRE LIABILITY OF TECHILA AND/OR ANY OF ITS SUPPLIERS/LICENSORS UNDER ANY PROVISION OF THIS AGREEMENT AND YOUR EXCLUSIVE REMEDY SHALL BE LIMITED TO THE AMOUNT PAID BY YOU FOR TECHILA SOFTWARE UNDER THIS AGREEMENT DURING THREE (3) MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY OR FIFTY (50,00) EUROS, WHICHEVER IS LOWER. THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS STATED IN THIS AGREEMENT WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT TECHILA SHALL NOT IN ANY WAY BE LIABLE FOR THE SERVICE AND/OR MARKETPLACE PROVIDED BY THE CLOUD PROVIDER TO YOU.

All claims based on this Agreement shall be presented to Techila in writing not later than three (3) months after You became aware of the grounds for the claim. You shall initiate court proceedings not later than six (6) months from the date of presenting the above-mentioned claim

7. MISCELLANEOUS

Entire Agreement. This Agreement constitutes the entire agreement between Techila and You relating to its subject matter. In entering into this Agreement, neither party has relied on, and neither Party will have any

right or remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly set out in this Agreement.

Assignment. You may not assign or transfer the rights or obligations created through this Agreement without the prior written consent of Techila.

Third Party Beneficiaries. None of the provisions of this Agreement is intended by the Parties, nor shall they be deemed, to confer any benefit on any person not a contracting Party to this Agreement.

Third Party Software, databases and data. If Techila Software contains third party software, databases and/or data, Your use of any such third party software, databases and/or data will also be governed by any additional provisions associated with the third party software or any element thereof.

Severability. Each paragraph and provision of this Agreement is severable, and if one or more paragraphs or provisions are declared invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

Waiver. Any failure or delay by either Party in exercising any right or remedy will not constitute a waiver. No waiver of any term or condition of this Agreement or of any right or remedy arising in connection therewith shall constitute a continuing waiver.

Modifications. Techila may modify this Agreement at any time and from time to time and You will thereafter be bound by the version of this Agreement that is in effect at the time You use the Techila Software. The version of this Agreement that is in effect at the time can be viewed in the Techila Software. Any use of Techila Software thereafter shall be deemed to constitute Your acceptance of the amendments.

Export Control. You may not use Techila Software and/or related technical information to any person, firm, company or governmental entity when You know, or have reason to believe, that the supply might indirectly or directly lead to a contravention of the laws and regulations of Finland, the United States of America or the country of origin of the product applicable to the export, supply or use of goods or technology.

Governing Law and Dispute Resolution. THIS AGREEMENT AND ALL MATTERS ARISING OUT OF THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED EXCLUSIVELY IN ACCORDANCE WITH THE LAWS OF FINLAND WITHOUT REGARD TO ITS CHOICE OF LAW PROVISIONS. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DONE AT VIENNA APRIL 11, 1980 IS EXCLUDED. TECHILA MAY, BEFORE OR DURING ANY LEGAL PROCEEDINGS, APPLY TO A COURT HAVING JURISDICTION FOR A TEMPORARY RESTRAINING ORDER OR PRELIMINARY INJUNCTION WHERE SUCH RELIEF IS NECESSARY TO PROTECT ITS INTERESTS PENDING COMPLETION OF THE LEGAL PROCEEDINGS. ALL DISPUTES ARISING IN CONNECTION WITH OR OUT OF THIS AGREEMENT SHALL BE SETTLED IN THE DISTRICT COURT OF HELSINKI, FINLAND ("HELSINGIN KÄRÄJÄOIKEUS"). HOWEVER, WITH RESPECT TO A VIOLATION BY YOU OF THE PROVISIONS OF SECTIONS 1, 3 AND/OR PAYMENT OBLIGATIONS RELATING TO THIS AGREEMENT, TECHILA WILL HAVE THE RIGHT, AT ITS OWN DISCRETION, TO SEEK REMEDIES IN COURTS WITHIN ANY APPLICABLE TERRITORY