

HUSKY INTELLIGENCE SERVICE TERMS AND CONDITIONS

1. **THE FOLLOWING TERMS AND CONDITIONS WILL BE LEGALLY BINDING ON USER REGISTRATION AND EACH TIME THE SERVICE IS USED. USER SHOULD CAREFULLY READ AND UNDERSTAND THE FOLLOWING TERMS OF SERVICE BEFORE REGISTRATION AND USING THE SERVICE.**

2. Definitions

"Test period" means the period of time when the user may test the solution without service fees or committing usage after the test period. However, the user needs to follow other service terms during the test period.

"Content" means the audio and visual information, documents, software, products and services contained or made available to User and the User(s) authorized to use the Service under this grant of rights in the course of using the Service.

"Husky Intelligence" means collectively Husky Intelligence Oy, a Finnish corporation, having its principal place of business at: Satakunnankatu 23 A6, 33210 Tampere, Finland.

"Husky Intelligence SaaS Technology" means all of Husky Intelligence's proprietary technology (including software, hardware, products, business concepts, and processes, logic algorithms, graphical user interfaces (GUI), techniques, designs and other tangible or intangible technical material or information) made available to User by Husky Intelligence in providing the Service.

"Intellectual Property Rights" means all rights, title and interest in and to the Husky Intelligence SaaS Technology, the Content, and all copyrights, patents, trade secrets, trademarks, service marks or other intellectual property or proprietary rights and any corrections, bug fixes, enhancements, updates, releases, or other modifications, including custom modifications made by Husky Intelligence relating thereto, and the media on which same are furnished.

"Service(s)" means Husky Intelligence or other offerings developed, operated, and maintained by Husky Intelligence, accessible via www.huskyintelligence.com or another designated website or IP address, or ancillary services rendered to User by Husky Intelligence, to which User are being granted access under this Agreement, including the Husky Intelligence SaaS Technology and the Content.

"User(s)" means User's employees, representatives, consultants, contractors or agents who are authorized under this Agreement to use the Service and who have been supplied user identifications and passwords by User (or by Husky Intelligence at User's request).

3. Grant of Rights; Term and Restrictions

The User agrees to be bound by the Terms and Conditions by

- (i) clicking to accept or agree to the Terms, where this option is made available to you by Husky Intelligence in the user interface for any Service; or
- (ii) actually, using the Service. In this case, User understands and agrees that Husky Intelligence will treat your use of the Services as acceptance of the Terms and Conditions.

The Service may not be used unless the User understands and agrees to these Terms and Conditions. The User is liable for the use of the Service of those persons for which the User has created separate logins and is obliged to inform the Users about the contents of these Terms and Conditions.

The User registering an account with Husky Intelligence Service

- (iii) must be acting for her/himself or for a legal entity
- (iv) must provide full legal name, a valid email address and any other information requested during the registration process.

Pursuant to the terms and conditions of this Agreement, Husky Intelligence hereby grants User a limited, non-exclusive, non-transferable, worldwide right to use the Service, solely for User's own internal business purposes.

User shall not

- (i) license, grant, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way;
- (ii) let others use the login information of the account or let multiple people share the login information of single User
- (iii) reverse engineer or access the Service in order to
 - a. build a competitive product or service
 - b. build a product using similar ideas, features, functions or graphics of the Service, or
 - c. copy any ideas, features, functions or graphics of the Service;
 - d. modify or make derivative works based upon the Service or the Content; or
 - e. create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device.

4. The Service

Husky Intelligence will provide User with use of the Service, including a browser interface and data encryption, access and storage.

Husky Intelligence will continuously improve and develop the Service. Therefore the Service content and features may be added, changed or removed.

Husky Intelligence makes no guarantees as to the continuous availability of the Service or of any specific features of the Service. Husky Intelligence will inform User of any significant changes to the Service or terms and conditions of this Agreement that it may make from time to time.

The test period is 14 days. During the test period User test the functionality of the Service. The test period ends automatically after 14 days.

5. Internet Access

User must have Internet Access. DSL, cable or another high speed internet connection is required for proper transmission on the Service. User is responsible for procuring and maintaining the network connections that connect the User network to the service, including browser software that supports protocols used by Husky Intelligence. Husky Intelligence is not responsible for notifying User of any upgrades, fixes or enhancements to any such software.

6. Internet Delays

The Service may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Husky Intelligence is not responsible for any delays, delivery failures, or other damage resulting from such problems.

7. Support

Husky Intelligence's goal is to provide all support in online Service. The registered User has free access to online help documents and user forum. Personal support such as online help, training and consulting are available as a billable service.

8. User's Responsibilities

User is responsible for all activity occurring under User's user accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with User's use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data.

User shall:

- (i) notify Husky Intelligence immediately of any unauthorized use of any password or account or any other known or suspected breach of security;
- (ii) report to Husky Intelligence immediately and use reasonable efforts to stop immediately, any copying or distribution of Content that is known or suspected by User or any User under this grant of rights; and
- (iii) not impersonate another Husky Intelligence User or provide false identity information to gain access to or use the Service.

9. Account Information and Data

By this User Right, Husky Intelligence does not attain ownership in any data, information or material that User submits to the Service in the course of using the Service. User, not Husky Intelligence, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Data, and Husky Intelligence shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Client Data.

Husky Intelligence shall use reasonable efforts to protect Client Data behind a secure firewall system, to conduct daily data backups, and to store weekly full-system backups in a separate, fire-safe facility. In the event this Agreement is terminated (other than by reason of User's breach), Husky Intelligence will make available to User a file of the Client Data within 30 days of termination, if User so request in writing at the time of termination. User agrees and acknowledges that Husky Intelligence has no obligation to retain the Client Data, and may delete such Client Data, on the 31st day after termination. Upon termination for cause, User's right to access or use Client Data immediately ceases, and Husky Intelligence shall have no obligation to maintain or provide any Client Data.

10. Intellectual Property Ownership

Husky Intelligence alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Husky Intelligence SaaS Technology, the Content, and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by User or any other party relating to the Service. The Husky Intelligence name, the Husky Intelligence logo, and the product names associated with the Service are trademarks of Husky Intelligence or third parties, and no right or license is granted to use them. This Agreement is not a sale and does not convey to User any rights of ownership in or related to the Service, the Husky Intelligence SaaS Technology or the Intellectual Property Rights owned by Husky Intelligence. User acknowledges that, except as specifically provided under this Agreement, no other right, title, or interest in these items is granted.

11. Third Party Interactions and Links

During use of the Service, User or its User(s) may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity are solely between User and/or User and the applicable third-party. Husky Intelligence and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between User, a User and any such third-party. Husky Intelligence does not endorse any sites on the Internet that are linked through the Service. Husky Intelligence provides these links to User only as a matter of convenience, and in no event shall Husky Intelligence or its licensors be responsible for any content, products, or other materials on or available from such sites. This Grant to use the Service pursuant to the terms and conditions of this Agreement does not provide any license or agreement that may be required by third-party providers of ancillary software, hardware or services prior to User's use of or access to such software, hardware or services.

12. Disclaimer of Actions of Third Parties.

Husky Intelligence cannot control the flow of data to or from Service. That includes Internet data, signal of wireless or mobile devices, GPS signal and other flow of data controlled by third parties. Husky Intelligence disclaims all liability related to the performance of his kind of services controlled by third parties.

13. Payment of Fees and Charges

Husky Intelligence reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least 30 days prior notice to User, which notice may be provided by e-mail. Current price list is available upon request.

Husky Intelligence's User Fee and Charges are exclusive of all taxes, levies, or duties imposed by taxing authorities, and User shall be responsible for payment of all such taxes, levies, or duties. VAT will be automatically added to prices when the User is resident in Finland. VAT will be excluded if User is resident in any other member state of the European Union and User provides a valid VAT number with the registration process. VAT will be excluded also if User is resident outside EU.

User agrees to update valid Husky Intelligence account information within 30 days of any change. That information includes User's legal company name, street address, e-mail address, and the name and telephone number of an Authorized Administrator. If the contact information User provides is false or fraudulent, Husky Intelligence reserves the right to terminate User's access to the Service, in addition to any other legal remedies.

If User believes that the Fees or Charges to User's account are incorrect, User must contact Husky Intelligence in writing within forty-five (45) days of the date of the charge in question, to be eligible to receive an adjustment or credit.

14. Husky Intelligence Account and Suspension

In addition to any other rights of Husky Intelligence, Husky Intelligence reserves the right to suspend or terminate this Agreement and User's access to the Service if User's Husky Intelligence Account is inactive more than 6 months.

Husky Intelligence reserves the right to impose a reconnection fee in the event User's rights are suspended and thereafter requests access to the Service. User agrees and acknowledges that Husky Intelligence has no obligation to retain Client Data and that such Client Data may be irretrievably deleted if User's account is inactive 6 months or more.

15. Termination

15.1 Either party may terminate this Agreement by notifying the other party in writing at least thirty (30) business days before termination. In the case of free trials, notifications provided through the Service or e-mail shall constitute notice of termination.

15.2 Husky Intelligence, in its sole discretion, may terminate User's password, account or use of the Service if User breaches or otherwise fails to comply with this Agreement. Husky Intelligence may terminate a free account at any time in its sole discretion.

15.3 Husky Intelligence may at any time terminate its Agreement if:

a) Husky Intelligence is required to do so by law or (b) the partner with whom Husky Intelligence offered the Services to User has terminated its relationship with Husky Intelligence or ceased to offer the Services to User or (c) Husky Intelligence is transitioning to no longer providing the Services to users in the country in which User are resident or from which User use the service; or (d) the provision of the Services to User by Husky Intelligence is, in Husky Intelligence's opinion, no longer commercially viable.

16. Representations & Warranties

16.1 Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Husky Intelligence represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially under normal use and circumstances. User represents and warrants that User has not falsely identified User or any User nor provided any false information to gain access to the Service and that User's account information is correct.

16.2 Disclaimer of Warranties: Husky Intelligence and its licensors make no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the service or any content. Husky Intelligence and its licensors do not represent or warrant that (a) the use of the service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data, (b) the service will meet user's requirements or expectations, (c) any stored data will be accurate or reliable, (d) the quality of any products, services, information, or other material purchased or obtained by user through the service will meet user's requirements or expectations, (e) errors or defects will be corrected, or (f) the service or the server(s) that make the service available are free of viruses or other harmful components. The Service and all Content is provided to user strictly on an "as is" basis. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby disclaimed to the maximum extent permitted by applicable law by Husky Intelligence and its licensors.

17. Limitation of Liability

In no event shall Husky Intelligence's aggregate liability exceed the amounts actually paid by user in the six (6) month period immediately preceding the event giving rise to any such liability. In no event shall Husky Intelligence and/or its licensors be liable to anyone for any indirect, punitive, special, exemplary, incidental, consequential or other damages of any type or kind (including loss of data, revenue, profits, use or other economic advantage) arising out of, or in any way connected with this service, including but not limited to the use or inability to use the service, or for any content obtained from or through the service, any interruption, inaccuracy, error or omission, regardless of cause in the content, even if the party from which damages are being sought or such party's licensors have been previously advised of the possibility of such damages.

18. Mutual Indemnification

User and every User under this User Right, shall indemnify and hold Husky Intelligence, its licensors and their parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, causes of action, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) an allegation that use of the Client Data infringes the rights of, or has caused harm to, a third party; (ii) violation by User of User's representations and warranties; or (iii) the breach by User or any User(s) under User's User Right pursuant to this Agreement, provided in any such case, that Husky Intelligence (a) gives written notice of the claim promptly to User; (b) gives User sole control of the defence and settlement of the claim (except User may not settle any claim, without Husky Intelligence's consent, unless User unconditionally releases Husky Intelligence of all liability and such settlement does not affect Husky Intelligence's business or Service.); (c) provides to User all available information and assistance; and (d) has not compromised or settled such claim.

Husky Intelligence shall indemnify and hold User and User's authorized Users, parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, causes of action, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) an allegation that the Service directly infringes a copyright, a patent issued as of the Effective Date, or a trademark of a third party; (ii) a violation by Husky Intelligence of its representations or warranties; or (iii) breach of this Agreement by Husky Intelligence; provided in any such case, that User (a) promptly gives written notice of the claim to Husky Intelligence; (b) gives Husky Intelligence sole control of the defence and settlement of the claim (except Husky Intelligence may not settle any claim, without User's consent, unless it unconditionally releases User of all liability); (c) provides to Husky Intelligence all available information and assistance; and (d) has not compromised or settled such claim.

Husky Intelligence shall have no indemnification obligation, and User shall indemnify Husky Intelligence pursuant to this Agreement, for claims arising from any infringement alleged to be caused by the combination of the Service with any of User's products, service, and hardware or business process.

19. Notice

Husky Intelligence may give notice by means of a general notice on the Service, electronic mail to User's e-mail address on record in Husky Intelligence's account information, or by written communication sent by first class mail or pre-paid post to User's address on record in Husky Intelligence's account information. User may give notice to Husky Intelligence (such notice shall be deemed given when received by Husky Intelligence) at any time by posting it to a named web address or at the Service.

20. General terms

20.1 Husky Intelligence reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. User is responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute User's consent to such changes.

20.2 This Agreement may not be assigned by User without the prior written approval of Husky Intelligence but may be assigned without User's consent by Husky Intelligence to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

20.3 This Agreement shall be governed by laws of Finland.

20.4 Any dispute, which may arise between the parties concerning this Agreement, shall be determined by City Court of Tampere, Finland.