

GENERAL TERMS AND CONDITIONS FOR QUUPPA PRODUCTS AND SERVICES

1 BACKGROUND AND PURPOSE

Quuppa Oy with business identity code 2495832-8 ("Quuppa") has developed an intelligent locating system and products ("Products") and related services as made generally available by Quuppa from time to time. Products may include e.g. Quuppa locator hardware and tags as well as Quuppa software for real-time tracking of tags.

These General Terms and Conditions for Quuppa Products and Services ("Terms") apply when Quuppa sells its Products and/or product support and/or professional services or consulting services ("Services") to you as a customer entity ("Customer").

The specific Products and Services offered to Customer are described in a Quuppa submitted electronic quotation, proposal, order confirmation or statement of work ("Quotation"). Once accepted by Customer, Quotation and these Terms constitute an agreement ("Agreement") and a legally binding order for such Products and/or Services.

Quuppa may also offer and resell third party products and services ("Third Party Products") to Customer subject to separate terms and conditions which are referred to in Quotation.

2 RESALE OF QUUPPA PRODUCTS AND/OR SERVICES

Customer and Quuppa ("Parties") may also agree in Quotation or Agreement that Customer purchases Products and/or Services for resale to certain end customers or end customer markets/territories.

For resale Quuppa grants Customer a non-exclusive right to resell Products and/or Services as described in the Quotation and in accordance with the end user license agreement ("EULA") contained in Quuppa software or made available by Quuppa from time to time.

3 CUSTOMER OBLIGATIONS

Customer shall pay for Products and/or Services on time and in accordance with the payment terms set out in the Agreement.

Unless otherwise agreed in writing between Parties, Customer and its end customer shall be responsible for procuring the physical installation, performance testing and related services, cabling and other devices needed for using Products and for providing Internet connectivity for such Products.

Customer and its end customer shall be liable for complying with any local regulatory requirements (e.g. local permits and approvals) concerning importing, reselling, using and/or marketing Products and/or Services in the country of destination.

Customer shall indemnify and hold Quuppa, its affiliates, partners and licensors harmless of any failure by Customer, its subcontractors and end customers to comply with any local regulatory requirements in the country of destination or in the country where Products are imported or used.

4 WARRANTIES

Quuppa warrants that Products (hardware) purchased by Customer are free from defects of workmanship and material under normal use for a period of 12 months from the delivery date of Product ("Warranty Period"). Quuppa also warrants that standard software contained in Products substantially performs as stated in applicable Product documentation during the Warranty Period. Customer is entitled to pass this warranty to its end customer(s).

For warranty claims Customer must first notify and consult with Quuppa regarding the defect, then send defected Product (hardware) back to Quuppa at Customer's cost as well as indicate defect. If the defect is covered by the warranty, Quuppa is, as a sole remedy, obliged at its own cost to replace, or at its option to repair, a defective Product and provide replaced or repaired Product to Customer. Warranty granted herein does not cover any errors attributable to external factors e.g. failure or fluctuation of electrical power, fire, flood, accidents, misuse, negligence, failure to follow instructions of proper use or safety instructions, wrongful installation, Third Party Products and other non-Quuppa products and services or any alterations thereof.

THE ABOVE WARRANTIES CONTAIN THE ENTIRE WARRANTY AND LIABILITY HEREOF. CUSTOMER AND ITS END CUSTOMER USE QUUPPA PRODUCTS AT THEIR OWN RISK. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION TO THOSE CONCERNING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5 SERVICES

Quuppa provides Technical Product Support to assist Customer in supporting its end customers. More detailed service descriptions of Technical Product Support is available in the applicable Product documentation. As part of Technical Product Support (requires a valid subscription or procurement of software maintenance) Quuppa provides new software releases for its software. Quuppa also provides new firmware releases for its tag hardware Products. Releases made available by Quuppa provide Partner with access to new system features, functionalities and bug fixes.

For Professional Services engagements, the scope, content, time schedule and other necessary details of such Services are set out in a statement of work ("SOW") or in Agreement. The anticipated concrete results of Services, if any, are also defined in SOW or Agreement ("Deliverables"). Quuppa shall perform Professional Services in a professional manner and with due care and skill.

Parties may agree to conduct all or part of Professional Services at Customer's premises, under the direction and supervision of

Customer. Such Services and Deliverables are always provided "AS IS" without any warranties.

Normal working time of Quuppa personnel providing Professional Services is 7.5 hours per day between 9:00 - 17:00 EEST on business days (Monday-Friday, excluding public holidays in Finland).

Customer shall provide Quuppa with reasonably required information, materials and support necessary for providing Professional Services. Customer shall be responsible for content, correctness, noninfringement and timely delivery of all materials furnished by Customer to Quuppa.

Quuppa has a right to subcontract part or all of its obligations under the Agreement to a third party, provided such third party is bound by confidentiality provisions similar to the obligations set out in this Agreement. Quuppa shall be responsible for the work of its subcontractors as for its own.

Customer is entitled to inspect Deliverables and request a correction of a defect or an error, provided that Quuppa is notified of such request within 30 days from the delivery of Deliverable. Deliverable is considered to be defective or having an error if it contains a material deviation from applicable SOW or Agreement and if such deviation was caused solely by Quuppa. Professional Services and related Deliverables are deemed accepted, unless the Customer notifies Quuppa in writing of a defective Deliverable within the 30-day period from the delivery of Deliverable. If a Deliverable cannot be accepted within 2 months from delivery due to a defect which is solely attributable to Quuppa, Customer is entitled, as its exclusive remedy, to a price reduction corresponding to the reduced usability of such Deliverable.

6 FEES AND PAYMENT TERMS

Customer shall pay for Products and Services the prices and service fees as set out in Quotation and Agreement. The delivery term for Products is EXW Incoterms unless otherwise agreed by Parties. Customer shall pay for shipping, freight, insurance and related costs for delivery. All risk in Products shall pass to Customer in accordance with the applicable delivery term.

Prices and other fees are exclusive of value added taxes and similar sale taxes. Such taxes, if applicable, shall be (i) added to the invoices; and (ii) paid by Customer.

Prices will be invoiced at the time of delivery of Products in question. A subscription or an annual software maintenance fee will be invoiced in advance at the beginning of each maintenance or subscription period (typically a 12-month period). Subscriptions and software maintenance contracts are automatically renewed and invoiced by Quuppa unless Customer terminates the subscription or maintenance contract prior to the renewal date. Subscription and software maintenance renewal for the next subscription period or maintenance term is typically invoiced from Customer 45 days before the end of the current subscription or maintenance term.

Payment term for Products is 30 days net from date of invoice unless otherwise agreed in writing. Interest for late payments

shall accrue at the annual rate of 10 per cent. The payment method is wire transfer to the bank account specified on the invoice or a credit card payment. Title to Products is transferred to Customer upon payment in full of the fees specified in the Quotation or the Agreement.

The fixed price or hourly prices for the Services are set out in Quotation. Services are invoiced as stated in Quotation or in Agreement either (i) upfront in advance; (ii) against a defined payment schedule; or (iii) monthly in arrears. Any work conducted at times other than during the normal working time (outside of 9:00-17:00 EEST during weekdays), is subject to a separate agreement and additional service fee. Travel expenses, including daily expense allowances, accommodation costs, travel costs and a 5% mark-up for administration costs shall be invoiced either upfront with a fixed fee or at cost in arrears from Customer. Customer shall pay such expenses in advance or as agreed between Parties in Agreement.

7 INTELLECTUAL PROPERTY RIGHTS

Quuppa and/or its licensors own all intellectual property rights in and to Products and Services and to any and all modifications thereof. No intellectual property rights to Products and/or Services are transferred to Customer with the Agreement or otherwise.

Customer shall not remove any trademarks, logos or other marks or information included in or attached to Products. Customer shall neither copy Products or its components nor disable, disassemble, decompile or reverse engineer Products or determine the source code of any code that is delivered to Customer by Quuppa.

8 INDEMNIFICATION

Quuppa shall indemnify Customer against claims that Quuppa Products infringe any third party intellectual property rights. Customer permits Quuppa to have sole control to defend or settle the claims on behalf of Customer and its end customer. Customer shall indemnify Quuppa against claims that Customer's own products infringe any third party intellectual property rights.

Quuppa shall not have liability to Customer or to any third party for any claim based upon (i) use of other than a current unaltered release of Product as made available by Quuppa; or (ii) use by Customer or any third party of Products delivered hereunder for any purpose other than for what it was agreed to be used; or (iii) use, operation, or combination of Products with any third party products or data if such infringement would have been otherwise avoided.

9 CONFIDENTIALITY

Parties may disclose to each other commercial, technical and/or other sensitive information relating to their respective businesses, products, technologies and processes ("Confidential Information"). Confidential Information may be disclosed or received in form of written material or other media,

verbal disclosure, demonstration, model, sample of any kind, technical specification, drawing and/or by visual observation. Unless otherwise set out in the Agreement, all Confidential Information is and shall remain confidential and the Parties wish to restrict the use and further disclosure of their Confidential Information.

Each Party receiving Confidential Information ("Receiving Party") shall keep all Confidential Information received from the other Party ("Disclosing Party") strictly confidential and shall not disclose such Confidential Information to any third parties without the prior written consent of Disclosing Party.

Confidential Information received hereunder shall not be used for any purpose other than the purpose of the Agreement, without the prior written consent of Disclosing Party.

Receiving Party shall use the same degree of care in safeguarding Disclosing Party's Confidential Information that it uses for its own information of like sensitivity and importance and in any case not less than reasonable care. Should Receiving Party discover any unauthorised disclosure of or access to Confidential Information of Disclosing Party, Receiving Party shall immediately notify Disclosing Party thereof and use all its reasonable efforts to prevent any further disclosure, access or unauthorised use of Confidential Information.

The foregoing obligations shall not apply to any information which: (i) is in the public domain at the time of disclosure by Disclosing Party or later becomes part of the public domain through no fault of Receiving Party; (ii) was in the possession of Receiving Party prior to receipt of the same from Disclosing Party without any obligation of confidentiality related thereto; (iii) is disclosed to Receiving Party by a third party, who has a right to disclose such information and who did not obtain such information, directly or indirectly, from Disclosing Party; (iv) was or is independently developed by Receiving Party without using Confidential Information of Disclosing Party; or (v) is ordered by a competent court or public authority to be disclosed. The Parties acknowledge that Receiving Party has the burden of proof of the existence of the above mentioned items.

The confidentiality obligations set forth in this Section 9 shall survive the termination or expiry of the Agreement for a period of 5 years.

10 LIMITATION OF LIABILITY

Neither Party shall be liable to the other in contract, tort or otherwise, whatever the cause thereof, for any loss of revenue or of profit, business or goodwill or any indirect, special, consequential, incidental or punitive cost, damages or expense of any kind, howsoever arising under or in connection with the Agreement.

The overall aggregate liability of either Party towards the other Party shall be limited to an amount corresponding to fifty per cent (50%) of the total payments received by Quuppa from Customer within a twelve (12) months period prior to the occurrence of the damage.

The above limitations of liability shall not apply to damages or losses caused by breaching Party in cases of breaching Party's intentional misconduct or gross negligence.

11 TERM AND TERMINATION

The Agreement enters into force once the Quotation has been accepted by Customer and Agreement shall be valid for the delivery of Products and/or Services as set out in Quotation.

Either Party may terminate the Agreement for cause with immediate effect by providing a written notice to the other Party if: (i) the other Party commits a material breach of the Agreement and fails to remedy such breach within thirty (30) days from a written notice thereof; or (ii) the other Party becomes bankrupt or enters into a compulsory or voluntary liquidation or has an administrative receiver or receiver appointed over the whole or part of its assets.

12 MISCELLANEOUS

Neither Party shall assign or transfer the Agreement or any rights or obligations thereof to any third party without a prior written consent from the other Party.

No additions or modifications to the Agreement shall be valid unless made in writing and signed by both Parties.

Quuppa shall have the right to use the name and logo of Customer for Quuppa's marketing purposes subject to Customer's prior written approval which approval shall not be unreasonably withheld or delayed.

13 GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement is governed by and construed in accordance with the 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 Rules of the Arbitration Institute of the Finland Chamber of Commerce. The place of arbitration shall be Helsinki, Finland, and the arbitration proceedings shall be conducted in the English.

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