

MASTER SUBSCRIPTION AGREEMENT

LumoFlow – social workspaces

Effectively Dated 1st of January 2010

1. Definitions

‘Content’ means the audio and visual information, documents, software, products and services contained or made available to you in the course of using the Service.

‘Customer Data’ means any data, information or material provided or submitted by you to the Service in the course of using the Service.

‘Initial Term’ means the initial period during which you are obligated to pay for the Service equal to the billing frequency.

‘Intellectual Property Rights’ means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

‘License Term(s)’ means the period(s) during which a specified number of Users are licensed to use the Service pursuant to the order.

‘Lumo Research Ltd. Technology’ indicates all of Lumo Research Ltd.’s proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to you by Lumo Research Ltd. in providing the Service.

‘Service(s)’ means the specific edition of Lumo Research Ltd.’s online customer relationship management, billing, data analysis, or other corporate services identified during the ordering process, developed, operated, and maintained by Lumo Research Ltd. accessible via www.lumoflow.com or another designated web site or IP address, or ancillary services rendered to you by Lumo Research Ltd., to which you are being granted access under this Agreement.

‘User(s)’ means your employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by you (or by Lumo Research Ltd. at your request).

2. License Grant & Restrictions

Subject to the terms and conditions of the Agreement, Lumo Research Ltd. hereby grants you a non-exclusive, non-transferable, worldwide right to use the Service, solely

for your own business purposes. Lumo Research Ltd. and its licensors reserve all rights that are not expressly granted to you.

You shall not:

- (i) license, sublicense, 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) modify or make derivative works based upon the Service or the Content;
- (iii) create Internet 'links' to the Service or 'frame' or 'mirror' any Content on any other server or wireless or Internet-based device; or
- (iv) 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.

You may use the Service only for your internal business purposes and shall not:

- (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws;
- (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful material, including material harmful to children or of third party privacy rights;
- (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;
- (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or
- (v) attempt to gain unauthorized access to the Service or its related systems or networks.

3. Your Responsibilities

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

You shall:

- (i) notify Lumo Research Ltd. immediately of any unauthorized use of any password or account or any other known or suspected breach of security;

- (ii) report to Lumo Research Ltd. immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you or your Users; and
- (iii) not impersonate another Lumo Research Ltd. user or provide false identity information to gain access to or use the Service.

4. Account Information and Data

Except as otherwise provided, Lumo Research Ltd. does not own any data, information or material that you submit to the Service in the course of using the Service ('Customer Data').

You, not Lumo Research Ltd., shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and Lumo Research Ltd. shall not be responsible or liable for the deletion, correction or destruction to store any Customer Data.

In the event this Agreement is terminated (other than by reason of your breach), Lumo Research Ltd. will make available to you a file of the Customer Data within 30 days of termination if you so request at the time of termination.

Lumo Research Ltd. reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, your non-payment. Upon termination for cause, your right to access or use Customer Data immediately ceases, and Lumo Research Ltd. shall have no obligation to maintain or forward any Customer Data.

5. Intellectual Property Ownership

It is hereby understood and agreed as between Lumo Research Ltd. and you, that Lumo Research Ltd. alone (and its agents, where applicable) shall own all rights, title and interest, including all related Intellectual Property Rights, in and to the Lumo Research Ltd. Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, the Lumo Research Ltd. Technology or the Intellectual Property Rights owned by Lumo Research Ltd.

The Lumo Research Ltd. name, the Lumo Research Ltd. logo, and the product names associated with the Service are trademarks of Lumo Research Ltd. or third parties, and no right or license is granted to use them.

6. Third Party Interactions

During use of the Service, you 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, is solely between you and the applicable third-party.

Lumo Research Ltd. and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third-party. Lumo Research Ltd. does not endorse any sites on the Internet that are linked through the Service. Lumo Research Ltd. provides these links to you only as a matter of convenience, and in no event shall Lumo Research Ltd. or its licensors be responsible for any content, products, or other materials on or available from such sites.

Lumo Research Ltd. provides the Service to you pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of ancillary software, hardware or services may require your agreement to additional or different license or other terms prior to your use of or access to such software, hardware or services.

7. Termination upon Expiration/Reduction in Subscription

In the event this Agreement is terminated (other than by reason of your breach), Lumo Research Ltd. will make available to you a file of the Customer Data within 30 days of termination if you so request at the time of termination. You agree and acknowledge that Lumo Research Ltd. has no obligation to retain the Customer Data, and may delete such Customer Data, more than 30 days after termination.

9. Termination for Cause

Any breach of your payment obligations or unauthorized use of the Lumo Research Technology or Service will be deemed a material breach of this Agreement. Lumo Research Ltd., in its sole discretion, may terminate your password, account or use of the Service if you breach or otherwise fail to comply with this Agreement. In addition, Lumo Research Ltd. may terminate a free account at any time in its sole discretion. You agree and acknowledge that Lumo Research Ltd. has no obligation to retain the Customer Data, and may delete such Customer Data, if you have materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.

10. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Lumo Research Ltd. 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 in accordance with the online Lumo Research Ltd. help documentation under normal use and circumstances.

11. Mutual Indemnification

You shall indemnify and hold Lumo Research Ltd., its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with:

- (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party;
- (ii) a claim, which if true, would constitute a violation by you of your representations and warranties; or
- (iii) a claim arising from the breach by you or your Users of this Agreement, provided in any such case that Lumo Research Ltd.:
 - a. gives written notice of the claim promptly to you;
 - b. gives you sole control of the defense and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release Lumo Research Ltd. of all liability and such settlement does not affect Lumo Research Ltd.'s business or Service);
 - c. provides to you all available information and assistance; and
 - d. has not compromised or settled such claim.

Lumo Research Ltd. shall indemnify and hold you and your parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with:

- (i) a claim alleging that the Service directly infringes a copyright, a European patent issued as of the Effective Date, or a trademark of a third party;
- (ii) a claim, which if true, would constitute a violation by Lumo Research Ltd of its representations or warranties; or
- (iii) a claim arising from breach of this Agreement by Lumo Research Ltd.; provided that you
 - a. promptly give written notice of the claim to Lumo Research Ltd.;
 - b. give Lumo Research Ltd. sole control of the defense and settlement of the claim (provided that Lumo Research Ltd. may not settle or defend any claim unless it unconditionally releases you of all liability);
 - c. provide to Lumo Research Ltd. all available information and assistance; and (d) have not compromised or settled such claim. Lumo Research Ltd. shall have no indemnification obligation, and you shall indemnify Lumo Research Ltd. pursuant to this Agreement, for claims arising from any

infringement arising from the combination of the Service with any of your products, service, hardware or business process(s).

12. Internet Delays

Lumo Research Ltd.'s services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Lumo Research Ltd. is not liable for any delays, delivery failures and/or other damage resulting from such problems.

13. Limitation of Liability

Neither party's aggregate liability in any event, shall exceed the amounts actually paid by and/or due from you in the twelve (12) month period immediately preceding the event giving rise to such claim.

Neither party and/or its licensors shall in no event 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, 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.

14. Additional Rights

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

15. Local Laws and Export Control

Lumo Research Ltd. provides services and uses software and technology that may be subject to Finnish export controls administered by the Finnish Department of Commerce, the Finnish Department of Treasury Office of Foreign Assets Control, and other Finnish agencies.

The user of this Service ('User') acknowledges and agrees that the site shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which Finland maintains an embargo (collectively, 'Embargoed Countries'), or to or by a national or resident thereof, or any person or entity on the Finnish Department of Treasury's List of Specially Designated Nationals or the Finnish Department of Commerce's Table of Denial Orders (collectively, 'Designated Nationals'). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service,

you represent and warrant that you are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. You agree to comply strictly with all Finnish export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

16. Notice

Lumo Research Ltd. may give notice by means of a general notice on the Service, electronic mail to your e-mail address on record in Lumo Research Ltd.'s account information, or by written communication sent by first class mail or pre-paid post to your address on record in Lumo Research Ltd.'s account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to Lumo Research Ltd. (such notice shall be deemed given when received by Lumo Research Ltd.) at any time by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Lumo Research Ltd. at the following addresses (whichever is appropriate): ***Lumo Research Ltd. Huvilakatu 5 A 3, 00150 Helsinki, Finland, addressed to the attention of: Chief Financial Officer***

17. Assignment; Change in Control

This Agreement may not be assigned by you without the prior written approval of Lumo Research Ltd. but may be assigned without your consent by Lumo Research Ltd. 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. Any actual or proposed change in control of you that results or would result in a direct competitor of Lumo Research Ltd. directly or indirectly owning or controlling 50% or more of you shall entitle Lumo Research Ltd. to terminate this Agreement for cause immediately upon written notice.

18. General

With respect to Finland, this Agreement shall be governed by Finnish law without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Finland.