

Please, review the 'Terms of use' of SoNetAg services carefully. The services are provided for your use on the condition that you agree to these Terms of use. The services are available for your use only on the condition that you agree to each term set forth below. If you do not agree to all the Terms of use, you simply do not have SoNetAg's permission to use the Services. Therefore, your use of the Services is evidence of your agreement to these Service Terms.

SoNetAg has every right to modify these Terms of use at any time depending on any legal requirements, but modifications are not effective for Orders that are in place prior to the modification until the Order renews or you add new services to your account.

If you have any questions about these Services Terms, please contact SoNetAg.

SoNetAg Terms of Use

Revision Date: 04/02/2021

User Eligibility

The services provided by SoNetAg are available only to entities and persons who have reached the age of legal majority and are competent to enter into a legally binding agreement(s) under the applicable law. If you do not qualify, you are not permitted to use the services.

Services/Support

SoNetAg will provide the Services for the Term, on the terms, conditions and restrictions stated in the Agreement. SoNetAg will use commercially reasonable efforts to make the Services available 24/7, year-round, excluding downtime for maintenance and emergencies. SoNetAg will provide access to online support materials, and will respond to your requests for reasonable technical assistance via dedicated user guideline channels during its standard support hours, currently Monday at 8:00 a.m. to Friday at 6:00 p.m., Finnish time, excluding public holidays in Finland and other SoNetAg announced support holidays.

License

You are licensed to use the SoNetAg Technology made available to you as part of the Services remotely via the Internet on a non-exclusive, limited term basis. Your license is non-transferable except as part of an assignment of the Agreement. Your license is sub-licensable to your Authorized Users, subject to all of the terms of this license. Your license is worldwide, subject to applicable export laws. Your license may be terminated or suspended prior to expiration on a termination of the Agreement in accordance with proper legal requirements.

Conditions and Restrictions

Using SoNetAg Services and Technology subject to the following conditions and restrictions:

- ***No Resale of Services:*** You may not resell the SoNetAg Services; you may not use the SoNetAg Services for the benefit of any person other than yourself and your Affiliates.
- ***Modifications:*** You may not modify or create derivative works of the SoNetAg Services or Technology.
- ***Competing Services:*** You may not access the SoNetAg Services or Technology for the purpose of creating a competing service.
- ***No Benchmarking:*** You may not publish any benchmarking or other performance analysis of the SoNetAg Services or SoNetAg Technology.
- ***No Reverse Engineering:*** Except to the extent permitted by applicable law notwithstanding this limitation, you may not disassemble, decompile, reverse engineer or attempt to discover any underlying algorithm or method embodied by the SoNetAg Technology.

Integration Features

SoNetAg provides integration features that enable you to interact with third party service providers such as Twitter, Reddit and other social media sites, or file or data storage services. However, it does not endorse or recommend any service for which it offers an integration feature. Your use of third-party services is subject to the legal agreement between you and the third party. You should review the third party's legal terms and privacy policies before using their services.

You acknowledge that SoNetAg's integration features may be unavailable or may not work properly if the service provider's API is unavailable or if the service provider modifies its API or services in a way that impacts the SoNetAg integration feature. SoNetAg will use commercially reasonable efforts to modify its integration features to maintain compatibility with service provider's APIs and services, but may discontinue an integration feature without liability to you if there is a change in the service that creates an unreasonable cost or operational burden to SoNetAg.

Content and Data

Your Content: As between you and SoNetAg, the content that you process and manage by means of the Service is "Your Content," including content that you develop or acquire independently from the Services but manage by means of the Services ("Your Original

Content”) and content discovered on Public Media Platforms by means of the Services or Moderation Services (“User Generated Content” or “UGC”).

As between you and SoNetAg, you own and retain ownership and all rights in Your Content and SoNetAg may use Your Content only for the purpose of providing the Services and exercising its legal rights and remedies in connection with the Agreement. For clarity, “Your Content” does not include:

- (i) system generated data about your use of the Services, such as resource utilization or user behavior, or
- (ii) Aggregate Data as defined below.

User Generated Content: SoNetAg represents and warrants that your use of the Services to find and manage UGC as permitted by the Agreement will not violate the legal terms of use published by the Public Media Platforms. Otherwise, SoNetAg makes no representations or warranties whatsoever regarding any UGC and all UGC is provided AS IS. Specifically, but without limitation, SoNetAg makes no representation or warranty that the publisher of the UGC has the legal right to publish the UGC or authorize you to use the UGC, that the UGC is free from malware or other unauthorized or covert content or code, or that your use of the UGC complies with applicable laws or regulations.

You agree that you will not modify UGC, or publish UGC or use UGC outside of the Services environment, unless you believe in good faith that you have secured the necessary legal rights from the owner of the UGC, or you otherwise have the legal right to do so. You acknowledge that SoNetAg will remove UGC from the Services environment if the publisher of the UGC removes the UGC from the Public Media Platform, and that SoNetAg may, in its reasonable discretion remove UGC under any other circumstances in order to avoid a business or legal risk to SoNetAg arising from the UGC. You acknowledge that the UGC will not be available to you following termination of the Agreement, except to the extent you have made arrangements for the lawful use of the UGC outside of the Services environment with the owner or publisher of the UGC.

Aggregate Data: SoNetAg may aggregate metadata generated by your use of the Services, including data about Your Data, with similar data of other SoNetAg customers, and use and commercialize the resulting data sets and insights derived from the analysis of the resulting data sets (“Aggregate Data”), provided that:

- (i) if the data used to create the Aggregate Data includes any personal data SoNetAg either excludes this data from the data set, or de-identifies the data in accordance with applicable regulatory standards, and
- (ii) SoNetAg removes from the data set any information that identifies you.

Moderation Services: If your Order includes Moderation Services, SoNetAg will assign staff to identify content of the type you identify as desirable in written notices provided to SoNetAg (the “Parameters”). SoNetAg staff will use their reasonable

judgment to decide if content is desirable based on the Parameters, but you acknowledge that humans make mistakes, and that reasonable minds can differ as to whether a particular content item meets the Parameters. You agree that Moderation Services are not “Services” as that term is used in the Agreement, and that SoNetAg has no liability whatsoever from errors in providing the Moderation Services except to the extent arising from SoNetAg’s gross negligence or willful misconduct.

Fees and Payments

Fees: The fees for the Services and any Moderation Services are stated in your Order, either directly or by reference to a description on the SoNetAg web site. SoNetAg may not increase the fees during the initial term of an Order but may increase its fees for any renewal term by giving you notice of the increase at least thirty (30) days prior to the first day of the renewal term. Invoicing and payment terms are stated in the Order, or if no invoicing or payment terms are stated SoNetAg may invoice you monthly in advance for fixed recurring fees, monthly in arrears for variable, usage based fees, and on or after the Order effective date for any set-up or other non-recurring fees. Fees are stated and must be paid in Euros.

Payment Account: Unless you have made other arrangements with SoNetAg, you must always authorize and maintain a current valid means for SoNetAg to collect its fees for the Services via payment card or PayPal during the Term. SoNetAg may charge invoiced amounts to your account on the date of invoice.

Sales Tax: The stated fees do not include any sales, use, VAT or like taxes (“Sales Tax”). You must pay any applicable Sales Tax that is properly invoiced by SoNetAg.

Overdue Payments: SoNetAg may suspend or terminate your Services or the Order if its charge to your payment card or account is rejected or not timely paid for any reason. SoNetAg may charge interest on overdue amounts at the lesser of 1.2% per month or the highest non-usurious amount permitted by applicable law. If SoNetAg takes legal action to collect an overdue amount, you must also pay SoNetAg’s reasonable costs of collection, such as attorney fees and court costs. If SoNetAg suspends your account for late payment, you must pay SoNetAg’s reasonable reinstatement fee.

General: Fees are non-refundable, even if you do not use the Services. Unless otherwise stated in the Order, you must pay recurring fees stated in the Order for the full term of the Order, even if the Order is terminated prior to expiration, unless the termination is by you for SoNetAg’s breach.

Your Obligations

Fees: You must pay your fees when due for the entire Term of your Order as described above. You must not use or attempt to use the Services in a way that undermines SoNetAg’s ability to correctly calculate its fees.

Your Security Obligations: You must use reasonable security precautions in connection with your use of the Services, such as requiring your Authorized Users to establish reasonably secure passwords and using commercially reasonable efforts to protect your systems and data from malware. You agree that you are responsible under the Agreement for any action taken using your account credentials, even if the action was not authorized by you.

Authorized Users: You may authorize as Services users your employees and individual contractors, and the employees and individual contractors of your Affiliates or any contractors that are you retain to provide Services to you in support of your internal business operations (each an “Authorized User”). You authorize SoNetAg to act on the instructions of a user who authenticates using the account credentials you have established. You are solely responsible for maintaining the user permissions and authentication credentials for your account. You are responsible for the use of the Services by your Authorized Users or any other person who gains access to the Services as a result of your failure to use reasonable security precautions.

Compliance with Law: You must use the Services in compliance with applicable law.

Representations and Warranties: You represent and warrant to SoNetAg as of the effective date of each Order and on an ongoing basis that:

- (i) the information you submit about yourself and your activities to establish a Services account with SoNetAg and place an Order is true, correct, and complete,
- (ii) you have not been the target of any legal or regulatory investigations or proceedings in connection with your business activities related to your use of the Services,
- (iii) you have the rights necessary to use, modify, publish and manage Your Original Content by means of the Services, and have complied with applicable laws and regulations in the collection and development of Your Original Content, including any notice and consent requirements applicable to personal data under applicable privacy law,
- (iv) your use of UGC is in accordance with the legal terms of use of the Public Media Platforms,
- (v) each third-party service provider with whom you interact using the Services has given you any permissions or licenses that may be required for your interaction with them using the Services.

Term, Termination, Suspension

Term: The initial term of each Order begins on Order effective date and continues for the period stated in the Order. On expiration of the initial term, the Order renews for

consecutive renewal terms of the same length as the initial term, unless either you or SoNetAg gives a notice of non-renewal on or before the last day of the initial term or then current renewal term, as applicable.

Termination: Either party may terminate an Order, or the Agreement, on written notice if the other party is in material violation of any term of an Order or these Service Terms, provided that if the violation is curable the terminating party must first give the other party a written notice describing the violation in reasonable detail and at least ten (10) days to cure the violation. Your breach of the Agreement more than three (3) times in any twelve (12) month period is material even if each individual breach is not, and SoNetAg may terminate for breach on such grounds, even if each breach has been cured. SoNetAg may terminate an Order and the Agreement at any time on summary written notice if you or your personnel are abusive to SoNetAg personnel.

Suspension: SoNetAg may suspend your access to the Services and Your Content during any period that you are in material breach of the Agreement or your access to the Services or Your Content creates a material security vulnerability. SoNetAg will give you at least two (2) business days' advance notice of the suspension, unless the suspension is made under emergency circumstances. SoNetAg will reinstate your access to the Services when the grounds for suspension are cured unless SoNetAg has already terminated the Agreement as described in this Section.

Surviving Provisions: The following sections survive expiration or termination of the Agreement: Fees and Payment, Confidential Information, Indemnification, Limitation of Liability, Term and Termination, Content and Data, Suspension, Governing Law, Disputes, Notices, General, and any other terms that by their nature are intended to survive expiration or termination.

Return of Your Original Content: You are responsible for exporting Your Original Content from the Services prior to expiration of the Agreement. If SoNetAg terminates your Services for breach, SoNetAg will retain Your Original Content for at least 15 days from the effective date of termination. If you wish to export Your Original Content following a termination for breach, SoNetAg will either, at its option, enable short term access to the Services at a scheduled time so that you may export Your Original Content, or export Your Original Content using its standard export tools. SoNetAg has no obligation to retain Your Original Content after the 15-day period and may destroy Your Original Content.

Remedies, Disclaimers, Indemnification, Limitations

Warranty Disclaimer: The SoNetAg Services are provided AS IS. SoNetAg disclaims any implied warranties, such as a warranty of merchantability, fitness for a particular purpose, and non-infringement, and any representation or warranty that may arise through a course of dealing. You acknowledge that the use of the Service may not be uninterrupted, error free, or completely secure. If applicable law requires SoNetAg to make a warranty notwithstanding this disclaimer, then the warranty is made for a period of thirty (30) days from the date that it is deemed to have been made, and your sole and exclusive remedy for a breach of the warranty is a refund of fees paid for the Services

covered by the warranty. You represent that you have not relied on any representation or warranty other than those stated in the Agreement.

Indemnification: You agree that if a third party asserts a legal claim against SoNetAg or any of its officers, members, managers, employees, staff, personnel, agents, licensors or suppliers (each a “SoNetAg Person”) arising from your use of the Services or any violation of these Services Terms or any Order, including your breach of a representation or warranty on any basis other than the gross negligence or misconduct of a SoNetAg Person, you will pay all reasonable costs of defending the claim, including reasonable attorney fees, and pay any damages awarded to the third party or paid to the third party by SoNetAg as a reasonable settlement. You agree that SoNetAg may control the defense of the claim at its option or may require you to defend the claim directly. If SoNetAg elects to control the defense of the claim, you will reimburse SoNetAg for its reasonable defense costs and expenses as incurred.

Limitation of Liability: In the event you have a legal claim against any of the SoNetAg Persons, you agree that the maximum total amount of money you can recover from any or all of them cannot exceed the amount of fees you have paid or that are payable for Service for the three (3) months prior to the date the claim arose, unless the legal claim is based on a SoNetAg Person’s intentional misconduct or is for personal injury or death resulting from the negligence, recklessness or intentional misconduct of a SoNetAg Person. In addition, you agree that in no event are you entitled to recover any lost revenue, lost profits, damages for lost data, or any indirect or consequential loss or damages or any kind.

General: You acknowledge that SoNetAg has set its fees and entered into the Order in reliance on the limitations of remedies and liability stated in these Terms, and that these limitations reflect an agreed allocation of risk between you and SoNetAg. The limitations stated in this Section shall apply to any liability arising from any cause of action whatsoever, whether in contract, tort, commercial code, strict liability or otherwise, even if a limited remedy fails of its essential purpose. If these limitations as written are not permitted by applicable law, they shall apply to the extent permitted by applicable law.

Demonstration/Free Trial: Demonstration features on the Site and free trial services are not “Services” under this Agreement, and are provided AS IS, without any warranties or representations whatsoever. SoNetAg has no obligation to provide support for any demonstration feature or free trial services. Any support that is provided is provided on an AS IS and AS AVAILABLE basis, and SoNetAg has no liability for any harm or damage arising out of or in connection with your use of a demonstration or free trial service. SoNetAg may terminate any demonstration or free trial services and delete your files and related information at any time for any or no reason.

Beta Services: SoNetAg may invite you to test “Beta” services at no charge. Beta services will be designated as test, beta, pilot, limited release, developer preview, non-production, evaluation or with a similar description. Beta services are for evaluation purposes and not for production use, are not considered “Services” under this Agreement, are not supported, and may be subject to additional terms. SoNetAg may discontinue Beta

Services at any time in its sole discretion and may never make the Beta Services generally available. If a generally available version is released, there may not be an automatic update path from the Beta version to the generally available version. If not earlier terminated, any Beta services trial period will expire on the date that the Beta service is released on a generally available basis. Beta Services are provided AS IS, and SoNetAg has no liability for any harm or damage arising out of or in connection with your use of a Beta Service. SoNetAg may terminate a Beta service and delete your files and related information at any time, for any or no reason.

General Terms

High Risk Use: You may not use the SoNetAg Technology, or permit any other person to use the SoNetAg Technology in any situation where failure or fault of the SoNetAg Technology could lead to death or serious bodily injury of any person, or to physical or environmental damage. For example, you may not use the SoNetAg Technology as a component of or to operate any medical device or in connection with any aircraft or other mode of human transportation, or nuclear or chemical facilities.

Rights in Technology/Intellectual Property: You may not copy any part of the Services or mirror the Services on any site or system, except that you may copy SoNetAg's APIs and Services documentation as reasonably necessary for your permitted use of the Services, provided that you use the APIs and documentation in the exact form published, retain all branding and proprietary notices, and do not transfer the APIs or documentation to any other person. You may not remove any proprietary notices displayed on the APIs, documentation or other Services materials. Except for rights expressly granted in this Agreement, SoNetAg retains all right, title and interest in and to its Services, SoNetAg Technology, and SoNetAg Content and all related intellectual property rights. No rights in intellectual property may arise by implication or estoppel.

Feedback: You hereby license to SoNetAg any feedback or suggestions that you provide regarding the Services or SoNetAg's other existing or proposed products or services on a perpetual, irrevocable, royalty free, worldwide, unconditional, fully sublicensable and transferable basis, including the right to make, have made, use, sell, offer to sell, import, copy, display, perform, modify, distribute in modified or unmodified form, and commercialize any intellectual property, without accounting to you. You agree that you will not assert, or authorize, assist, or encourage any third party to assert, against SoNetAg or any of its affiliates, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding the Service or any our other products or services that you use.

Confidential Information: "Confidential Information" means any non-public information that a party (the "recipient") receives from or learns about the other party (the "discloser") as a result of activities contemplated by the Agreement that the recipient should reasonably understand to be confidential, given the nature of the information or the circumstances of its disclosure, but not including any information that is developed by the recipient independently and without reference to the discloser's Confidential Information, or information that is or becomes available from a source other than

discloser so long as the source did not, to recipient's knowledge, acquire the information as a result of a violation of a duty of confidentiality to discloser. For clarity, information you learn about SoNetAg or its Services as part of the relationship contemplated by this Agreement is SoNetAg's Confidential Information. Recipient agrees not to use or disclose the discloser's Confidential Information except to provide or use the Services, as applicable, or to exercise legal rights or obligations in connection with the Agreement. Recipient shall use reasonable care to protect the discloser's Confidential Information from unauthorized use and disclosure. SoNetAg's use of reasonable care as to your Confidential Information that is part of Your Content is met by the use of the safeguards described in the Security Materials. Recipient shall return or destroy the discloser's Confidential Information on request, except as necessary for reasonable and customary business record-keeping purposes. Recipient is responsible for a breach of this Section by any person to whom it has disclosed the discloser's Confidential Information to the same extent as for its own breach of this Section. Notwithstanding the foregoing, SoNetAg may disclose your Confidential Information in response to a subpoena, request from law enforcement, or as otherwise required by law.

Security: On request, SoNetAg will make available its materials describing its security safeguards and related audit and compliance reports (the "Security Materials"). You acknowledge that the Security Materials are SoNetAg's sensitive Confidential Information and may be shared only with your personnel and professional advisors and consultants on a need-to-know basis. SoNetAg is not responsible to you or your users for any harm or damage resulting from a security incident except to the extent the security incident resulted from SoNetAg's failure to provide the security safeguards described in the Security Materials. You are responsible for determining if SoNetAg's security safeguards meet any regulatory requirements applicable to you and otherwise meet your business and security requirements.

Governing Law: The Order and these Services Terms are governed by and should be interpreted under the laws of Finland and the EU, as applicable, without giving effect to any conflicts of law principles that would require the application of the law of a different jurisdiction. The parties expressly and irrevocably disclaim and waive the application of the United Nations Convention on Contracts for the International Sale of Good and the Uniform Computer Information Act.

Notices: Your notices must be submitted via ticket on the customer portal and copied by electronic mail to SoNetAg. SoNetAg's notices to you must be given to your primary account contact at the email address in the SoNetAg portal. If you send a notice of breach of the Agreement, a legal dispute, a legal claim, or other legal matter, you must copy your notice to SoNetAg.

Notices are deemed given, received and effective as of the time transmitted by electronic mail, or if that time does not fall on a business day, as of the beginning of the first business day following the time transmitted. Notices must be given in the English language. A party may change its address for notice by giving notice in the manner stated in this Section.

Anti-Corruption: Each party represents that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from the other's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If either party learns of any violation of the above restriction, it will promptly notify the other party.

Publicity: SoNetAg may identify you in its marketing and sales materials and may include your Marks in an appropriate area of its website and marketing materials, provided that it does not state or imply that you endorse the SoNetAg Services. We will use and display your Marks in accordance with your trademark usage guidelines communicated to us in writing. Any goodwill accruing from SoNetAg's use of your Marks shall accrue to you.

Relationship of the Parties. The parties are independent contractors. Neither party is the agent of the other, and neither party is authorized to make any representations, contract, or commitment on behalf of the other.

Third-Party Beneficiaries: There are no third-party beneficiaries under this Agreement.

Severability: In the event one or more of the terms of this Agreement are adjudicated invalid, illegal, or unenforceable, the adjudicating body may either interpret this Agreement as if such terms had not been included, or may reform such terms to the limited extent necessary to make them valid, legal or enforceable, consistent with the economic and legal incentives underlying the Agreement.

Changes to the Services: You agree that your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by SoNetAg regarding future functionality or features. You acknowledge that SoNetAg may modify or suspend any of its Services offerings at any time. If a modification or suspension materially and adversely affects your use of the Services, you may terminate the Agreement by giving written notice of the change no later than 30 days following the date of the change and receive a refund of any prepaid fees as your sole and exclusive remedy.

General Representations: Each party represents that it has validly entered into this Agreement and has the legal power to do so.

Representation by Individual Submitting the Order: If an individual submits an Order, the individual represents that: (i) if the individual submits the Order on his or her own behalf (including as a sole proprietor), the individual is old enough to enter into contracts and otherwise has the legal capacity to enter into contracts under applicable law; or (ii) if the individual submits the Order on behalf of a company or other legal entity, the individual has the legal power and authority to bind that entity to the Order and these Service Terms.

Changes to Online Service Terms: SoNetAg may amend these Services Terms at any time in its sole discretion. Any amendment will become effective as to your Order on the first renewal of the Order that follows the publication of the amendment by at least thirty (30) days. If the amendment materially and adversely impacts your use of the Services, you may terminate the Agreement by giving written notice no later than thirty (30) days following the date the amendment is published and receive a refund of prepaid fees for unused Services as your sole and exclusive remedy.

Entire Agreement and Order of Precedence: This Agreement is the entire agreement between you and SoNetAg regarding your use of Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of these Service Terms or an Order will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any preprinted term or condition stated in any business form is void.

In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order, (2) these Services Terms, and (3) the documentation. Your use of the Services, both during any free use period and your Subscription Term, is subject to all of the terms, conditions, and restrictions stated in your Order and these Service Terms, and any restrictions stated on a page on the Site that is part of your Order.

Definitions:

Terms have the meaning stated below or in the section where they are first used-

- Affiliate means your subsidiaries, parent company, and members of your corporate family so long you control the entity, are controlled by the entity, or are under common control with the entity; for this purpose “control” means the right to vote a majority of the equity securities of the entity or to otherwise control the management or policies of the entity.
- Agreement refers collectively to your Order(s) and these Terms of Service.
- Mark(s) means trademarks and service marks, such as trade names, logos, and similar indicia.
- Order means either of the following that have been signed or submitted by you, and accepted by SoNetAg:
 - (i) an order form provided to you by SoNetAg for your signature, or
 - (ii) a web form that you submit on the Site.
- Public Media Platforms means third party platforms for publication of subscriber media, such as, social media platform.

- Services means SoNetAg's media aggregation and management services described in your Order.
- Site means SoNetAg webpage, or any other website operated by SoNetAg for the purpose of offering or providing Services, including any subdomains.
- Term means the initial term and any renewal terms, collectively.
- SoNetAg Content means text, graphics, images (still or moving), logos's and other materials, on any media, that are protected by copyright, trademark, trade dress, or similar laws worldwide that SoNetAg publishes or distributes on its Site or via its Services other than Your Content or User Generated Content.
- SoNetAg Technology means SoNetAg software and services technology, including APIs or other interfaces, management tools, and analytics tools used by SoNetAg to provide the Services, all related software, documentation, all modifications and derivative works of any of them, and all related intellectual property rights worldwide.