

Dear Lucy - Service contract - TODAY

1 Parties

Customer	THAT'S YOU! (hereinafter referred to as the Customer)
Service Provider	Dear Lucy (hereinafter referred to as the Service Provider)
Business ID	2636051-4 VAT reg.
Service Provider's address	Kanavaranta 7 C 6, 00160 Helsinki, Finland
Service Provider's contact person	CEO Taina Sipilä

Hereinafter individually referred to as a "Party" and jointly as the "Parties"

2 Scope of Agreement

Upon the terms and subject to the conditions set forth in this Agreement and its Appendices the Parties have agreed on the right to use the Service Provider's Business Dashboard System distributed under the name 'Dear Lucy' and the related support and implementation services.

3 Definitions

In this Agreement,

Customer's Data shall mean any data the Customer has stored in the Service on the basis of this Agreement;

Group Company shall mean (i) a company of whose voting shares the Customer holds directly or indirectly at least fifty percent (50 %); (ii) a company, which holds directly or indirectly at least fifty percent (50 %) of the Customer's voting shares;

Implementation Service shall mean the Service Provider's consulting services relating to the implementation of the Service;

Service shall mean Dear Lucy System provided and marketed by the Service Provider and made available to customers as a SaaS service;

Agreement shall mean this agreement by which the Parties have agreed on the right to use the Dear Lucy Business Dashboard System.

4 Dear Lucy System

Dear Lucy is a global, cloud-based business dashboard combining business information into one system and enabling real-time follow-up and foresights for all stakeholders.

Currently Dear Lucy is entering a product design, development and pilot phase to produce first Proof of Concept (POC). POC will introduce a limited version of the Service.

5 Customer's right to use Dear Lucy System

Under this Agreement the Service Provider grants the Customer and its Group Companies a non-exclusive right to use the Service. The Customer's right to use the Service is limited to using the Service in processing Customer's

business data. The Customer's right to use the Service shall commence when first versions of Dear Lucy are available and be effective for the term of this Agreement.

6 Term of Agreement

This Agreement shall become effective upon the Parties' signatures and remain effective until further notice with a mutual termination right by giving notice of six (6) months. The Agreement may be terminated at the earliest after twelve (12) months from the Agreement becoming effective.

Termination of the Agreement shall be made in writing.

7 Prices

7.1 Charging policy of Service

Price of the Service is 150 € / month including:

- All product features available
- Right to use all features of the Service for one user and max one gigabyte (1 GB) of disk space use on the server.
- Support services to one user on working days

The right to use the Service shall be charged in advance for 12 months periods. First period will be charged at the time of signing this contract.

7.2 Other Services

This is a pilot customer Agreement including an electronical questionnaire to map customer needs and wishes.

Any consultancy work undertaken by the Service Provider and agreed upon separately shall be charged according to the price list in effect at the time.

The Service Provider shall have the right to charge ordinary and reasonable travel and accommodation expenses and daily allowances. Furthermore, the Service Provider shall have the right to charge half of the agreed hourly rate for any travel time required by the Service. Any trips made within the metropolitan area of Helsinki shall not be charged.

7.3 Terms of payment and VAT

The applicable term of payment is net 14 calendar days from the date of an invoice. Applicable penalty interest shall be in accordance with the Interest Act. The Customer shall dispute all or part of any invoice within eight (8) calendar days from the date of the invoice at the latest. The Customer shall, however, pay the undisputed part of the invoice on the due date of the invoice at the latest. A separate fee shall be charged for any reminder.

VAT in effect at the time of an invoice shall be added to all of the notified prices.

8 Other provisions

The Service Provider may use the Customer's name and brand in its marketing material and web pages as a reference. Any possible reference meetings and other coverage shall be agreed upon separately between the Parties.

9 Appendices to the Agreement and order of precedence

General Terms and Conditions of Sale as Appendices to the Agreement. The terms of this Service Agreement shall constitute the primary obligations of the Parties and shall take precedence over all other documents, after which the Appendices to this Agreement shall apply.

10 Counterparts

This Agreement has been executed in two (2) identical original counterparts, one (1) for each Party.

Helsinki 25th of September 2014

The Customer's signature

The Service Provider's signature

CEO Taina Sipilä

General Terms and Conditions of Sale

1 Customer's rights and responsibilities

Right to use the Service

The Customer may use the Service in countries where it has a place of business or another equivalent presence. On the basis of this right, the Customer can give access to the Service to its employees or other partners. The Customer is not entitled to transfer or give the right to use the Service to a third party. The Service Provider shall not be responsible for the Service being suitable for the purpose of use planned by the Customer.

Applications, devices and data connections

The Customer shall be responsible for obtaining all necessary applications, devices and data connections for using the Service.

Entering data into the Service

The Customer shall be responsible for entering its data into the Service. The Customer shall be responsible for the information being valid and in accordance with laws and authoritative regulations.

Passwords of the Service

The Customer shall be obliged to safeguard the identifiers, passwords and user names related to the Service. The Customer shall be responsible for any use of the Service under its identifiers, passwords or user names regardless of the identity of the user. The Customer shall be obliged to notify the Service Provider if there is a reason to suspect or believe that the passwords or user names in question have been accessed by an unauthorised third party.

Contribution obligation

The Customer shall give the Service Provider adequate and, to the best of its understanding, accurate information in the given form and schedule for the performance of the Services, Implementation Services and other consulting services.

The Customer shall be responsible for any information, instruction and orders it has given to the Service Provider.

2 Service Provider's rights and responsibilities

The Service Provider agrees to perform the tasks it is responsible for as agreed, with care and with the expertise the tasks require.

The Service Provider agrees to ensure that the Service functions in the manner described in the Agreement and any Appendices to it.

The Service Provider agrees to ensure that the Service does not violate laws and authoritative regulations in Finland.

The Service Provider may charge for any use exceeding the agreed entitlement retroactively after the time of the excess usage.

The Service Provider shall always have the right to change the prices charged for the Service if a legislative change (e.g. a tax increase) or an authoritative regulation requires such change. The Service Provider shall also have the right to change prices charged for the Service based on other grounds up to a maximum of 5 percent per year.

If the Service includes a third party application or third party and the third party in question changes its price list, the Service Provider shall have a right to change its prices accordingly. The Service Provider shall notify the Customer of such change at least 30 working days prior to the change becoming effective.

In case of price increase during an ongoing contract period, customer is entitled to terminate the contract on the last day of the agreed price level.

The Service Provider may monitor any anonymous data relating to the use and maintenance of the Service (e.g. the load information of the Service etc.).

3 Changes to the Dear Lucy Service

The Service Provider is entitled to change the Service as it sees best. The changes made to the Service shall not change the Service in a material way. The changes to the Service may involve the software, data connections or other similar products or components used in the production of the Service. The Service Provider will endeavor to inform the Customer of any material changes in advance, at least 30 calendar days prior to the change becoming effective. The responsibility to inform does not concern urgent changes (e.g. data security updates or other measures estimated as sudden needs of change by the Service Provider). If the Service changes materially from what has been agreed under this Agreement, the Customer shall have a right to terminate this Agreement on giving 30 days' written notice.

4 Service Provider's consulting services

General principles of consulting service

The Service Provider shall deliver the Implementation Services to the Customer as a consulting service. The Customer shall be responsible for the consulting services under this Agreement meeting the Customer's use and requirements. The Service Provider shall be responsible for the consulting services corresponding to what has been agreed upon in the Agreement.

The Service Provider shall be responsible for implementing the consulting services as agreed, with care and professionally complying with generally accepted consulting principles, in the given form and schedule.

The Service Provider's working practices and processes shall be used when implementing the consulting services. The Service Provider may freely change those practices and processes if the changes do not cause any additional expense or damage to the Customer.

The Parties shall reserve any necessary workspace and equipment for their own part for the performance of the consulting services. Both of the Parties shall be responsible for making the decisions required for the implementation of the consulting services without delay.

Acceptance of consulting services

The Service Provider's consulting services shall be regarded as accepted when the Service Provider has notified the Customer that the consulting services have been supplied and completed as agreed upon and the Customer has notified the Service Provider in writing (by e-mail) of acceptance of the results of the consulting services, or if the Customer has not notified the Service Provider of any defects in writing within five (5) working days from the delivery at the latest, or when the Service Provider has repaired the defects which the

Customer has notified the Service Provider of within the aforementioned time.

If the Customer has commenced using the results of the consulting services, it shall be regarded as having accepted the consulting services.

The Customer shall be charged for the consulting services after the acceptance of the service's results in accordance with this section.

Service Provider's responsibility for the consulting services

The Service Provider's responsibility for the result of the consulting services shall in every case be limited to performing the defected consulting task again to render the task as materially corresponding to what has been agreed upon.

5 Intellectual property rights

Intellectual property rights of the Service

The ownership, copyright and other intellectual property rights arising in the Service and any software or components used in its production belong to the Service Provider or its partners. In connection with the right of use defined in Section 1 the Customer shall not obtain any rights relating to the applications, processes, operations models or their execution solutions included, used by or exploited by the Service.

Customer's data

The Customer retains ownership and the intellectual property rights in the data it has stored in the Service and the Service Provider shall have no rights to it. The Customer shall give the Service Provider a right to process the Customer's data if required in order to complete its agreed obligations. The Customer shall in every respect be responsible for its data stored in the Service and its processing.

Other material and data relating to Service

The ownership, copyright and other intellectual property rights of the material belonging and related to the Service (e.g. instructions manuals etc.) belong to the Service Provider or its partner.

The Customer is granted a royalty-free and perpetual right to use the material, which has been produced by the Service, which arises in connection with the use of the Service and which is based on the Customer's data.

Rights of consulting services

The copyright and other intellectual property rights of any documents and other results produced as a result of the consulting services belong to the Service Provider or its partner. For the term of this Agreement the Customer is granted a right to use the results of the consulting services for its own internal use.

6 Subcontractors

The Service Provider is entitled to use a subcontractor when fulfilling its obligations under the Agreement. The Service Provider shall be responsible for the work of such subcontractors in the same manner as for its own.

7 Interruption in the Service

The Service Provider shall be entitled to interrupt the Implementation Service or supplying the Service to the Customer completely or partly due to the following reasons:

Interrupting the Service is necessary for repairing or maintenance the Service or its part or other similar measures. Where reasonably possible, the Service Provider shall notify the Customer of such interruption in advance;

The Customer has not paid its undisputed payments based on the Agreement in spite of being sent a reminder;

The Customer's action or any matter for which it is responsible has caused or causes problems, threat or damage to the Service or to the other users of the Service; there is a reason to suspect that the Customer's user names or passwords are unlawfully in a third party's possession and the Service is accessed via such user names or passwords;

According to the Service Provider's reasonable understanding the Service has been used or is used for operations violating law or authoritative regulations;

The Customer has entered into liquidation or been declared bankrupt or the Customer been found insolvent in some other way;

The Customer is in material breach of its obligations under this Agreement and has not corrected such breach of contract within seven working days from the Service Provider's written notice specifying the breach.

Any interruption to the use of the Service performed by the Service Provider shall not suspend the Customer's obligation to pay the Service Charge.

8 Confidentiality and secrecy

The Parties undertake to keep any documents and information relating to the Agreement and the Service confidential, unless otherwise separately agreed in writing, and they are not to be disclosed, given or notified to third parties to any extent without a written consent given by the other Party in advance. The Service Provider shall, however, always be entitled to hand over the Customer's confidential data by virtue of a court decision, authoritative rule or another similar reason.

Notwithstanding the above, the confidentiality obligation shall not concern material or information, (a) generally publically available or public in other respect, (b) obtained by the Party from a third party without a confidentiality obligation or (c) known to the Party without a confidentiality obligation prior to obtaining it from the other Party or (d) developed by the Party independently without exploiting any material, documents and/or information obtained from the other Party. The confidentiality obligation shall be valid for five (5) years from the moment the Agreement has terminated.

When the Agreement is terminated the Party shall immediately give up using any confidential material or information obtained from the other Party and, unless otherwise agreed in writing on the elimination of the material, return the material in question with all copies of such information. The Party shall, however, be entitled to keep copies of the material required by the law or the authorities. The Party may use the expertise and knowledge gained under the contractual relation.

9 Force Majeure

The Service Provider shall be released from its contractual obligation and its obligation to pay damages, if its compliance with a contractual obligation is prevented or delayed by a cause beyond its reasonable control ("Force Majeure") including, but not limited to, unreasonable hardships in fulfilling the Service Provider's contractual obligations, national state of emergency, labour dispute, fire, thunder, storm, natural disaster, authoritative rule, damage in cabling caused by a third party, flood and water damage, overvoltage in the power-distribution network, a flaw or a disturbance in general data connection, disruption in the supply of energy or another substantial raw material or another unusual cause with similar effects not depending on the Service Provider. An event of Force Majeure encountered by the Service Provider's subcontractor will also be regarded as a basis for release if the subcontracting cannot be acquired from elsewhere without unreasonable costs or a substantial loss of time.

10 Governing law and dispute resolution

This Agreement shall be governed by and construed in accordance with the laws of Finland.

Any dispute arising out of or relating to this Agreement shall be primarily settled by private negotiations between the Parties. If the negotiations do not result in an agreement, the dispute shall be finally settled by arbitration in accordance with the Arbitration Rules of the Central Chamber of Commerce of Finland. The number of arbitrators shall be one. The arbitrator shall be nominated by the Arbitration Institute of the Finland Chamber of Commerce. The location of the arbitration shall be Helsinki and the language shall be Finnish. Notwithstanding the above, the Service Provider shall always be entitled to bring matters pertaining to undisputed invoice claims to a district court.

11 Damages and limitations of liability

A Party shall be liable for direct damage incurred by the other Party arising from a breach of this Agreement. The damage for any direct expenses and damage, including any possible penalty interest or fine, will not exceed the service charge paid under this Agreement in six (6) months. If the Service has been in use for a period under six (6) months, the damages shall be limited to the amount paid in the months for which the Agreement has been effective.

The limitation of liability shall not concern any damage caused by a willful action, gross negligence or breach of confidentiality.

A Party shall not in any case be liable for any indirect damage (including, but not limited to, disappearance or transformation of data, loss of profit and replacement purchase) or any damage, disturbance or expenses caused by the products or services of any third party.

12 Amending and transferring the Agreement

Any additions and amendments to the Agreement shall be made in writing by a specific amendment contract, unless otherwise stipulated in these terms and conditions.

This Agreement may not be transferred without the consent of the other party. The Service Provider has, however, the right to transfer this Agreement to a corporation belonging to the same corporate group or in connection with a reorganization of business structures (e.g. a business purchase).

13 Termination of the Agreement

The Customer has the right to terminate this Agreement with immediate effect if the Service differs materially from what has been agreed, and the Service Provider has not corrected the matter within 30 days from a written notice from the Customer specifying how the Service differs. The Customer's termination right under this section requires that the defect is of material importance to the Customer and that the Service Provider should have been aware of this. The termination shall be made in writing.

The Service Provider has the right to terminate the Agreement with immediate effect either completely or partly and discontinue the supply of the Service, if: a) the Customer has not paid service charges regardless of a written reminder, b) the Customer's usage of the Service violates this Agreement and the Customer continues those actions violating the Agreement.

Either Party has the right to terminate the contract with immediate effect, if the other Party has: a) been declared bankrupt, went into reorganization proceedings or other insolvency proceedings, or it is otherwise evident that the Party cannot fulfill its financial obligations under the Agreement; b) substantially violated its obligations under this Agreement and has not corrected the defect within 30 days from receiving a written notice related to it.

Any charges refunded to the Customer upon termination of the Agreement shall not accrue interest. If the Customer terminates the Agreement, any advance payments shall not be refunded. Charges related to the implementation of the Service shall not be refunded.

14 Assistance responsibility when the Agreement is terminated

Upon termination of the Agreement the Service Provider has a responsibility to reasonably contribute to transferring the supply of the Service to another provider. This obligation includes giving the Customer's data back to the Customer in a form being in general use and enabling further processing. Unless otherwise agreed in writing, this obligation shall cease to be in effect 2 months from the date of termination of the Agreement. The Service Provider has a right to charge the Customer for services relating to fulfilment of this obligation according to its price list.

The obligation set out in this section shall not be effective where the Agreement is terminated based on the Customer's material breach of contract.