ECOSYSTEM TERMS OF SERVICE FOR CUSTOMERS

1 PARTIES

(A) These Ecosystem Terms of Service for Customers and Order Form together define the agreement ("Agreement") between you (the Customer) and Zapflow Ltd (business ID 2689962-4); Tekniikantie 14, 02150 Espoo, Finland ("**Zapflow**");

(B) Zapflow and the Customer may hereinafter be referred to collectively as the "**Parties**" and each separately as a "**Party**".)

2 BACKGROUND AND PURPOSE

2.1 Zapflow is an innovative online software service provider providing various investment, portfolio and transaction management tools for professional investors, including but not limited to private equity companies and angel investors, in the alternative assets market through its proprietary Zapflow Platform (as defined below) within the digital Service Ecosystem provided in collaboration by Zapflow and its Partner (as defined below).

2.2 Customer is an investor domiciled and/or acting in the Territory (as defined below) who enters into this Agreement for the purpose of commercial exploitation of the Service Ecosystem that is based on Zapflow Platform during the validity of and under the terms of this Agreement.

2.3 The Parties wish to enter into this Agreement concerning the terms and conditions under which Zapflow grants Customer a subscription-based License (as defined below) to access and use the Service Ecosystem thereof during the validity of this Agreement for the purposes defined herein.

2.4 This Agreement shall govern the entire relationship of the Parties concerning the subject matter herein as no terms and conditions delivered with or contained in the Customer's acknowledgements, acceptances, specifications or similar documents shall form part of the Agreement. The Customer hereby waives any right which it may have to rely on such terms and conditions. This Agreement replaces any existing agreement on subscription of Zapflow Platform offered to the Customer.

3 DEFINITIONS AND APPENDICES

3.1 As used in this Agreement, in addition to the words and phrases defined above, the capitalized words and phrases listed below shall, unless otherwise clearly indicated or evident in the context, have the respective meanings specified below. Where appropriate, the singular shall include the plural and vice versa. Unless otherwise indicated, references to "**Sections**" and "**Appendices**" shall mean the Sections and Appendices of this Agreement.

3.2 "**Account**" means the primary means for accessing and using the Service Ecosystem, subject to payment of a License fee by the Customer to Zapflow.

3.3 "**Authorization**" means the set of rights and privileges assigned to a User by the Customer in relation to an Account.

3.4 "**Content**" means any data and information available to the Customer through the Service Ecosystem, including but not limited to articles, documents, brochures, presentations, pictures, images, audio-visual works, other informational materials, and any comments.

3.5 **"Confidential Information"** means any material or information received from the other Party and marked as confidential or which should be understood to be confidential ("Confidential Information"). The term Confidential Information shall not include any information disclosed by the Disclosing Party to the Receiving Party which the Receiving Party can demonstrate (i) is in the public domain at the time of signing this Agreement or later is published or otherwise becomes part of the public domain other than by breach of this Agreement, (ii) is lawfully received by the Receiving Party from an independent third party without any obligation of confidentiality, (iii) is already known to, or independently developed by, the Receiving Party without use of the Confidential Information, (iv) is public information.

3.6 **"Controller"** means Zapflow in respect of processing Personal Data in Customer Information.

3.7 **"Customer"** means the legal entity as defined in the Order Form.

3.8 "**Customer Information**" means information i) found in the Order Form, ii) about Users (including names and contact information) or iii) arising out of the Customer and Users' using the Service Ecosystem (e.g. number of logins, number of actions taken and similar analytics on the usage of the Service Ecosystem).

3.9 "**Data Protection Law**" means EU Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "**GDPR**") and any other applicable European or foreign data protection laws as amended.

3.10 "**Intellectual Property Rights**" or "**IPR**" means patents, petty patents, utility models, design patents, designs (whether or not capable of registration), chip topography rights, computer programs, domain names, database rights and other like protection, copyrights (including the right to modify, assign, develop and amend) trademarks, service marks, trade names, trade dresses, trade secrets, inventions and/or any other industrial and/or intellectual property rights, and applications, divisions, continuations, renewals, re-exams and reissues thereof, regardless of whether such right is capable of registration or have been registered.

3.11 "**License**" means a "Zapflow Pro" user license subscribed by the Customer from Zapflow for the purposes of accessing and using the Service Ecosystem under the terms of this Agreement.

3.12 **"Order Form"** means the order confirmation made by a Customer detailing pricing and other commercial terms of this Agreement

3.13 "**Partner**" means sponsor of the Service Ecosystem in collaboration with Zapflow promoting License as indicated in the Order Form. For clarity sake the Partner is not a party to this Agreement.

3.14 **"Qualified Vendor"** means a service provider admitted to the Service by Zapflow to promote its services in the Ecosystem.

3.15 "**Personal Data**" means any information relating to an identified or identifiable natural person provided by the Customer in course of using the Service Ecosystem and processed under applicable Data Protection Law. For sake of clarity, Zapflow acts as the Controller in respect of Personal Data forming part of the Customer Information.

3.16 "**Service Ecosystem**" means an innovative business model consisting of the technical solution that is offered exclusively in the Territory, managed and operated by Zapflow and is based on Zapflow Platform. Through the Service Ecosystem the Customer may, *inter alia*, manage transactions and portfolios, receive marketing messages from various stakeholders and purchase accessory services from qualified vendors and licensed to the Customers under this Agreement. The Service Ecosystem built and maintained upon existing Zapflow Platform contains added functionalities and additional stakeholders compared to existing Zapflow Platform, such as the Partner and Qualified Vendors

3.17 "**Territory**" means Zapflow's geographically defined market segment consisting of the current and potential Customers who are domiciled in in the area of the Republic of Finland, based in the Republic of Finland or otherwise have substantial activity and presence in the Republic of Finland and who are entitled to use the Service Ecosystem.

3.18 "**User**" means a natural person using the Ecosystem authorized by the Customer (such as Customer's employee or representative).

3.19 "**Zapflow Platform**" means a proprietary productivity tool for professional investors offered outside the Territory for managing their day-to-day operations forming the underlying platform for the Service Ecosystem, including but not limited to Web application, mobile applications, services and/or products available at the Zapflow Platform from time to time.

4 ZAPFLOWS' RIGHTS AND RESPONSIBILITIES

4.1 Zapflow shall during the validity of this Agreement:

(i) make the Service Ecosystem available to the Customer pursuant to this Agreement;

(ii) provide Customer with applicable standard technical support for the Service Ecosystem as requested by the Customer;

(iii) use commercially reasonable efforts to have the Service Ecosystem available for Customers' 24 hours a day, 7 days a week during the term of this Agreement, save for planned downtime and any unavailability caused by a Force Majeure event, as further detailed in Section 15.

4.2 Notwithstanding the above, Zapflow shall have the right to temporarily suspend the provision of the Service Ecosystem at any time without any obligation to compensate any damages to the Customer.

4.3   Zapflow shall have the right to temporarily deny Customers' and Users' access to the Service Ecosystem without any prior notice to Customer or Users, if Zapflow reasonably suspects that one or several Users burden or use the Service Ecosystem in a manner which may jeopardize the availability of the Service Ecosystem to the other users of the Service Ecosystem. Zapflow shall without undue delay inform the Customer of the reasons for such denial by email to the representative of the Customer.

4.4   Customer acknowledges that interruptions to the availability of the Service Ecosystem and/or Zapflow Platform may also occur due to no fault of Zapflow, for example, in the event of data connection disruptions or interruptions to the availability of systems or components delivered by third parties.

4.5   The Customer acknowledges that the Service Ecosystem may from time to time include links and integrations to third party websites, applications and data sources ("**Third-Party Sites**"). Zapflow shall not be responsible for nor endorse any advertising, products, or other materials on or available from such Third-Party Sites. Zapflow may from time to time also include articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties ("**Third-Party Content**"). Such Third-Party Content is always subject to the terms and conditions of the respective third parties and, in case the Customer decides to access, use or install any such Third-Party Content outside the Service Ecosystem and/or Zapflow Platform, the Customer shall solely bear any related risks.

4.6   The Customer acknowledges that Zapflow may under this Agreement, in its sole discretion, provide any and all updates, features, new versions, or other functionality, including without limitation alterations of functionality, features, storage, security, availability, content, and other information relating to the Service Ecosystem (collectively, the "**Updates**"). Such Updates provided to the Customer may be subject to any additional terms as presented by Zapflow, including, if applicable, additional fees. The Customer hereby authorize Zapflow to, and agree that Zapflow may, automatically and in good faith transmit, access, install, and otherwise provide Updates without further notice or need for a prior consent from the Customer when such Updates are provided to the Customer free of charge. Zapflow has no obligation to, and nothing in this Agreement may be construed to require Zapflow to, create, provide, or install Updates. Zapflow will, however, use its reasonable efforts to provide the Customer with information about the Updates before, if the Updates require changes to the Customers' equipment or software.

4.7   In the event of an error, or other problem arising out of or in connection to the Service Ecosystem, the Customer shall inform Zapflow, and upon request, demonstrate, how the error occurs (if possible) as guided by Zapflow and grant Zapflow access to the Customers' hardware, software, data and other systems if requested by Zapflow (where necessary).

4.8   Zapflow will make reasonable efforts in accordance with Zapflow's applicable correction policy to correct any reported errors in the Service Ecosystem without undue delay. Correction of an error in the Service Ecosystem may also take place by providing a work-around or by providing the Customer with written instructions to bypass the error, or by providing the Update(s) or correction patch in which the error is corrected or bypassed. However, if the error or malfunction cannot be reproduced or where it is not reasonably practical to resolve the reported error or malfunction, Zapflow will provide the Customer with its best recommendations or an explanation, and the Parties will convene to agree on closing of the issue. The Customer accepts that not all errors or malfunctions are necessarily capable of correction or rectification.

4.9   Zapflow shall make back-up copies of the data entered by Customer and controlled by the Customer ("**Customer Data**") within the Service Ecosystem and maintain such back-up copies in a suitable manner in conformity with Zapflow's' back-up practice available to the Customer upon request. Zapflow shall maintain one (1) back-up copy of the latest Customer Data for the duration of this Agreement and be entitled to destroy each time older back-up copies. The Customer shall be responsible for making all other back-up copies.

4.10   If Customer Data is deleted, lost, altered, or damaged when using Customer's own user name and password or Customer has otherwise by Customer's own action deleted, lost, altered or damaged Customer Data, Zapflow shall have the right to charge for the recovery of Customer Data in accordance with Zapflow's then-current price list.

5   GRANT OF RIGHTS

5.1   Subject to compliance with the terms and conditions of this Agreement and the payment of the applicable License fee, Zapflow hereby grants the Customer a non-exclusive, revocable, non-transferable and non-sublicensable License to access and use the Service Ecosystem during the validity of this Agreement solely for the Customers' own business purposes, excluding the provision of any services directly or indirectly competing with the Service Ecosystem or Zapflow Platform.

5.2   In consideration of the rights granted herein, Customer shall pay to Zapflow a subscription-based License fee in accordance with the payment terms detailed in the Order Form. For the sake of clarity, Zapflow issues Licenses to existing Zapflow Customers on a discounted rate, as detailed in the Order Form in exchange for a transfer of such existing Customer to the Service Ecosystem.

5.3   The License shall be granted for the period defined in the Order Form.

5.4   For clarity, the License fee set out above covers the features of the current version of the standard solution of Service Ecosystem. Any and all premium features as well as all additional API integrations and other possible consultancy services provided to Customer by Zapflow, where applicable, shall be subject to additional fees separately agreed upon by the Parties.

5.5   All rights not expressly granted to the Customer are reserved by Zapflow and its licensors, as the case may be.

6   **USE OF THE SERVICE ECOSYSTEM**

6.1   Most features, functions, parts, or elements of the Service Ecosystem can be used or accessed only by holders of an Account. The Customer must provide Zapflow with required, complete and up-to-date information in order to create an Account Persons needing to access and use an Account on behalf of the Customer, must be designated as Users by the Customer. Each such User shall be subject to the restrictions set forth in this Agreement. Only Customer and Users are allowed to access and use the Service Ecosystem through the Customers' Account.

6.2   In case the Customer adds Users to the Ecosystem, such Users will be deemed to be authorized to act on behalf of the Customer when using the Account. Zapflow shall not be responsible for verifying the validity of an Authorization of any User nor bear any liability therewith. However, Zapflow may, in its discretion, request additional information or proof of the person's credentials. Provided Zapflow has reasonable grounds to suspect whether a User has been granted an appropriate Authorization, Zapflow may, in its sole discretion, prevent such User from accessing the Service Ecosystem and/or Zapflow Platform.

6.3   A User may be associated with multiple Customers and Accounts. Deleting a User from one Account will not remove the User from the Zapflow Platform if he/she is connected to multiple Accounts.

6.4   Zapflow shall provide the Customer with a username and password ("**Login Credentials**") upon creation of an Account to be used to log in to its Account, unless the Customer uses the single sign-on feature or another service to log in. Provided the Customer designates several Users, each User shall be provided with separate Login Credentials. These Login Credentials must not be used by multiple persons. Using of login credentials by multiple persons is a material breach of this agreement. Customer and each User are responsible for keeping confidential all Login Credentials associated with an Account. Client must promptly notify Zapflow of any disclosure, loss or unauthorized use of any Login Credentials.

6.5   Customer shall be responsible for all activity occurring under Customers' Account and comply with all applicable laws and regulations in connection with Users' use of the Service Ecosystem Customer shall use all reasonable endeavours to prevent unauthorized access to or use of Customers' Account. Zapflow shall under no circumstances be held liable for unauthorized use of the Customers' and/or Users' Login Credentials and/or Account.

6.6   The Customer is responsible for having obtained all necessary rights to the data they enter into the Service Ecosystem.

6.7   Zapflow shall be entitled to remove or deny publication of any unlawful data entered into the Service Ecosystem, restrict access to such data, or delete it.

6.8   In case the Customer terminates this Agreement in accordance with Section 14, Zapflow shall permanently delete the Account of the respective Customer no later six (6) months of the effective date of such termination.

7　CUSTOMER INFORMATION

7.1　The Customer acknowledges that Zapflow provides the Service Ecosystem, which is supported by the Partner including added functionalities as compared to Zapflow Platform, such as easy access to qualified third-party vendors.

7.2　Rights, title and interest in and to the Customer Information shall be and remain vested with the Customer.

7.3　To the extent not limited by Section 9 (Confidentiality) and subject to applicable Data Protection Law and this Agreement. Zapflow and the Partner have the right to collect and generate anonymous data and statistics from Customer Information arising out of the Customers' and/or Users' use of the Service Ecosystem and/or Zapflow Platform ("**Aggregate Data**") for updates and development of the Service Ecosystem.

7.4　While Zapflow acts a Controller of Personal Data in the Customer Information as defined herein and in Data Processing Agreement ("DPA") found in www.zapflow.fi/data-processing-addendum, Zapflow has the right to disclose such data to the Partner in accordance with Data Protection Law, DPA and this Agreement. Terms relating to processing of Personal Data are set out in the DPA.

7.5　For purposes of the Service Ecosystem, verification of access to it, use of Customer Information as set in section 7 Zapflow shall access to certain Personal Data, including without limitation names, functions, business units and contact details of the Customer's employees, temporary and casual workers, officers, directors, representatives, consultants, agents, independent contractors, and other personnel ("the Personnel"). It is Customer's sole responsibility to ensure at its own cast that the collection of Personal Data and disclosure of Personal Data to Zapflow for the above purposes complies with applicable laws including without limitation any employment, labour, data protection and privacy laws. Without limiting the generality of the foregoing, the Customer shall where and as legally required by applicable law inform the Customer's Personnel on, and obtain their consent to, the processing (including disclosure) of such Personal Data by Zapflow for purposes of the Agreement.

8　RESPONSIBILITIES OF CUSTOMER

8.1　Customer and its Users may use the Service Ecosystem and any part or element thereof only in the scope, with the means and for the purposes as identified in this Agreement and applicable law. By way of example, neither the Customer nor any User may a) use the Service Ecosystem or any part or element thereof to commit a crime, breach any applicable law; b) copy, duplicate, distribute, modify, adapt, hack, create derivative works, reverse engineer, or decompile the Service Ecosystem or any part or element thereof, or attempt to extract the source code thereof; or c) use the Service Ecosystem or any part or element contrary to what has been agreed to the terms of this Agreement.

8.2　Misuse of the Service Ecosystem by Customer or any User may lead to termination of this Agreement or suspension or denial of access to the Service Ecosystem.

8.3　The Customer or any User shall not, without Zapflow's prior express written consent:

(i)	sell, resell, lease, sublicense, distribute, provide, disclose, divulge, commercially exploit or otherwise grant access or make the Service Ecosystem available in whole or in part to any third persons, unless such third person is another User of the same Customer;
(ii)	modify or make derivative works based upon the Service Ecosystem;
(iii)	reverse engineer the Service Ecosystem;
(iv)	access the Service Ecosystem in order to build a competitive product or service;
(v)	circumvent or attempt to circumvent any usage control or anti-copy features of the Service Ecosystem;
(vi)	probe, scan or test the vulnerability of the Service Ecosystem;
(vii)	use the Service Ecosystem or the Content available through the Service Ecosystem in any manner that could damage, disable, overburden or impair the Service Ecosystem;
(viii)	use any data mining, robots, scraping, or similar data gathering or extraction methods;
(ix)	use the Service Ecosystem for transmitting any unauthorized advertising, promotional materials, junk mail, spam, chain letters, contests, pyramid schemes, or any other form of solicitation or mass messaging;
(x)	use the Service Ecosystem in ways that violate intellectual property rights, trade secrets or privacy of third parties;
(xi)	use the Service Ecosystem for unauthorized, inappropriate or unethical purpose or activities;
(xii)	use the Service Ecosystem to transmit any material that contains adware, malware, spyware, software viruses, worms or any other computer code designed to interrupt, destroy, or limit the functionality of computer software or equipment; or

8.4   Customer may regularly evaluate and report to Zapflow its views on and input regarding the Service Ecosystem, availability, performance and functionality ("**Feedback**"), as further agreed between the Parties.

8.5   All Feedback provided by Customer shall be treated by Customer as confidential information and by Zapflow on a non-confidential and unrestricted basis. Zapflow shall receive all ownership rights and Intellectual Property Rights in the Feedback (including all derivatives and improvements thereof). Customer acknowledges that Zapflow may use the Feedback for any purposes, including incorporating the Feedback into the Service Ecosystem (including all improvements thereof) and utilizing the Feedback when further developing the Service Ecosystem and/or Zapflow Platform itself or through a third party. However, nothing in this Agreement shall constitute an obligation for Zapflow to use any Feedback provided by Customer in any way.

8.6 Customer is responsible for preparing its hardware, connections, software and data systems to meet the operating environment of the Service Ecosystem. The use of the Service Ecosystem requires a functioning connectivity to internet.

9 CONFIDENTIALITY

9.1 A Party ("**Disclosing Party**") may disclose its Confidential Information (as defined below) to the other Party ("**Receiving Party**") during the performance of this Agreement.

9.2 Unless permitted by the Disclosing Party, the Receiving Party shall not disclose to third parties nor use for any other purposes than those stated in this Agreement, any Confidential Information. For the sake of clarity, all data entered in the Customer's dedicated database is confidential. Also for clarity, Zapflow may disclose i) the fact that Customer is a customer and ii) Customer's Users' are users in the Ecosystem, and iii) share contact information and public information of the Customer and Users to the Partner and the Partner shall be entitled to use this information for internal business purposes such as marketing, analytics and development of the Service Ecosystem.

9.3 The Receiving Party shall limit disclosure of the Confidential Information to its employees, subcontractors, consultants, officers, agents and affiliates on a need to know basis only, provided that all such persons receiving Confidential Information shall be made aware of its confidential nature and the restrictions and obligations set out herein and shall be under similar restrictions and obligations no less stringent than those set forth herein.

9.4 Receiving Party shall not be prevented to disclose Confidential Information received from the Disclosing Party if such disclosure is in response to a valid order of a court or any other governmental body, or if such disclosure is otherwise required by mandatory law or applicable stock exchange rules, provided always that the Receiving Party gives a prior written notice thereof to the Disclosing Party and makes reasonable efforts to protect the Confidential Information in connection with such disclosure.

9.5 The Receiving Party shall in no event use a lower degree of care in safeguarding the Disclosing Party's Confidential Information than it uses for its own information of like sensitivity and importance. However, the Receiving Party must in any case use not less than a reasonable degree of care. Upon discovery of any unauthorized disclosure of Confidential Information in its possession, the Receiving Party shall promptly inform the Disclosing Party and use its best endeavours to prevent any further breach, disclosure and/or unauthorized use.

9.6 Upon termination of this Agreement, the Receiving Party will, at the Disclosing Party's written request, return or destroy any documents or other material containing any Confidential Information (including any copies thereof) in its possession, provided that such destruction is technically possible and unless otherwise agreed by the Parties.

9.7 The confidentiality obligation set out herein shall survive the termination of this Agreement and continue for 5 years thereafter.

10   INTELLECTUAL PROPERTY RIGHTS

10.1   Zapflow (and its licensors and affiliates, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Service Ecosystem, and the Feedback, including to any and all enhancements, suggestions, modifications, extensions and/or derivative works thereof. This Agreement does not convey any rights of ownership in or related to the Service Ecosystem, or Feedback to Customer.

10.2   Customer is solely responsible for the Customer Data provided to Zapflow and the consequences of posting or publishing them on or through the Service Ecosystem. In connection with Customer Data, Customer affirms, represents, and warrants that:

(i)   Customer either owns its Customer Data or has the necessary licenses, rights, consents, and permissions to use and authorize Zapflow or the Partner to display or otherwise use the Customer Data under all patent, trademark, copyright, trade secrets, or other proprietary rights in and to the Customer Data in a manner consistent with the intended features of the Service Ecosystem and the terms of this Agreement, and to grant the rights and license set forth in Section 7.3 and

(ii)   Customer Data, Zapflow's or the Partner's use of such Customer Data pursuant to this Agreement, and Zapflow's or the Partners' exercise of the license rights set forth in Section 7, do not and will not:

(a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;

(b) violate any applicable law or regulation anywhere in the world; or (c) require obtaining a license from or paying any fees and/or royalties by Zapflow to any third party for the performance of any services Customer has chosen to be performed by Zapflow or for the exercise of any rights granted in this Agreement, unless Customer and Zapflow otherwise agree.

10.3   Notwithstanding the above, Zapflow and the Partner shall fully respect the Customer's exclusive ownership of the Customer Data and may use Customer Data solely for the purposes detailed in Section 7.

11   DISCLAIMER AND WARRANTIES

11.1   To the maximum extent permitted under applicable law, the Service Ecosystem is provided "as is" and "as available" and Zapflow hereby disclaims all express or implied representations, warranties and guarantees with regard to the Service Ecosystem and of merchantability, satisfactory quality, noninfringement and fitness for a particular purpose. Zapflow does not warrant that the Service Ecosystem are or will be error-free, will meet Customers' or Users' requirements, or be timely or secure.

11.2   Notwithstanding the above, Zapflow warrants that is has the right to grant the Customer the rights under Section 5 and that Customer and Users have the right to use the Service Ecosystem in accordance with this Agreement.

11.3   Customer warrants that it is authorized to enter into this Agreement.

11.4 The Customer understands that Zapflow is the contracting Party to this Agreement and the Partner has no obligations and bears no liability in respect to Service Ecosystem, Customer, Zapflow or any third party.

12 INDEMNIFICATION

12.1 The Customer agrees to defend, indemnify and hold harmless Zapflow and its affiliates, and their respective directors, officers, employees and agents, from any claims, losses, damages, liabilities, including attorney's fees, arising out of the Customers' use or misuse of the Service Ecosystem, representations made to Zapflow, its affiliates and/or third parties, violation of the terms of this Agreement, violation of the rights of any other person or entity, or any breach of the foregoing representations, warranties, and covenants. Zapflow reserves the right, at its own expense, to assume the exclusive defence and control of any matter for which the Customer is required to indemnify Zapflow, and the Customer agrees to cooperate with such defence of these claims.

13 LIMITATION OF LIABILITY

13.1 Zapflow and its licensors shall not be liable to Customer, whatever the cause thereof, for any loss of revenue, profit, business, goodwill or reputation or loss caused as a result of interruptions in business or any other consequential or indirect damages arising under this Agreement. This limitation shall not apply in cases of intentional misconduct or gross negligence.

13.2 Zapflow's total and aggregate liability, during the term of this Agreement, arising under or relating to this Agreement shall under no circumstances exceed 100% of the License fees paid by Customer during the then-current period of the Agreement.

14 TERM AND TERMINATION

14.1 This Agreement shall become legally binding when duly signed by both Parties and shall continue in force for a period of one (1) year ("**Initial Period**") and thereafter will automatically renew for consecutive periods of one (1) year at a time subject to then-current license pricing terms, unless terminated by either Party by written notice given no less than three (3) months before the date of expiry.

14.2 Notwithstanding the above, Zapflow may suspend or terminate this Agreement upon written notice to Customer without liability, in case the Customers' payment under this Agreement is delayed for more than thirty (30) following the respective due date for such payment until Customer has paid all due payments to Zapflow.

14.3 In addition, each Party may terminate this Agreement with immediate effect upon written notice to the other Party, if the other Party:

(i) commits a material breach of the Agreement, which is capable of being cured, but is not cured within thirty (30) days after the breaching Party has been notified of the breach;

(ii) commits a material breach that is not capable of being cured; or

(iii)   becomes insolvent, applies for or is adjudicated in bankruptcy or liquidation or corporate restructuring or otherwise ceases to carry on its business.

14.4   The termination of this Agreement shall not affect any accrued rights of Zapflow.

14.5   Any terms and conditions that by their nature or otherwise reasonably should survive a cancellation or termination of this Agreement shall be deemed to so survive.

15   FORCE MAJEURE

15.1   Neither Party shall be liable for any delays or non-performance of its obligations or any damages caused by an impediment beyond its reasonable control, which it could not have reasonably taken into account at the time of entering into the Agreement, and whose consequences it could not reasonably have avoided or overcome ("**Force Majeure**"). For instance, errors in public communication networks or electricity supply shall constitute such an impediment. Strike, lockout, boycott and other industrial action shall constitute a Force Majeure event also when the Party concerned is the target of such action. A Force Majeure event suffered by a subcontractor of a Party shall also discharge such Party from liability, if the work to be performed under subcontracting cannot be done or acquired from another source without incurring unreasonable costs or significant loss of time. Each Party shall without delay inform the other Party in writing of a Force Majeure event and the termination of the Force Majeure event.

15.2   If the Force Majeure event has lasted for more than sixty (60) days, the Parties may terminate the Agreement by providing the other Party with written notice thereof.

16   SUBCONTRACTORS

16.1   Zapflow reserves the right to provide the Service Ecosystem through subcontractors. Zapflow is responsible for such subcontractors and shall ensure that they comply with this Agreement, and any disclaimers, warranty exclusions and limitations of liability of Zapflow under this Agreement shall apply to such subcontractors.

17   MISCELLANEOUS

17.1   Entire Agreement

This Agreement (including any attachments hereto) sets forth the entire Agreement and understanding among the Parties relative to the subject matter contained herein and supersedes all other agreements, oral and written, heretofore made between the Parties.

17.2   Severability

If one or more provisions of this Agreement is or becomes either in whole or in part illegal, invalid or unenforceable, this shall not affect the validity of the remaining provisions. The provision that is in whole or in part illegal, invalid or unenforceable shall be replaced by a valid provision that approximates as closely as possible the economic intent of the original provision.

17.3   Amendments to these Ecosystem Terms of Service

Zapflow may update and change any part or all these Ecosystem Terms of Service, including the fees and charges associated with the use of the Zapflow Ecosystem (but, Customer's fees and charges won't change during the subscription term). If Zapflow updates or changes this Agreement including details specified in the Order Form, Zapflow shall notify the Customer by email or in-app notification.

The updated Ecosystem Terms of Service will become effective and binding on the next business day after it is posted. When Zapflow changes these Ecosystem Terms of Service for Customers, the "Last Modified" date above will be updated to reflect the date of the most recent version.

If Customer does not agree with a amendment to the Ecosystem Terms of Service, the Customer must notify Zapflow in writing within thirty (30) days after receiving notice of modification. If Customer gives Zapflow this notice, Customer subscription shall continue to be governed by the terms and conditions of these Ecosystem Terms of Service for Customers prior to amendment for the remainder of Customer's then-current subscription term. Upon renewal, the Ecosystem Terms of Service published by us on the www.zapflow.fi website will apply.

17.4   Assignment

Customer may not assign this Agreement or any rights or obligations hereunder without the prior written consent of Zapflow (such consent not to be unreasonably withheld). Zapflow has the right to assign this Agreement to its affiliates or successors as part of a restructuring, merger, acquisition, asset sale, business transfer or other corporate reorganization. Zapflow may assign Zapflow's receivables under this Agreement to a third party.

17.5   Notices

Any notice or other communication required or permitted to be given under this Agreement must be made in English in writing to the contact persons specified in Section **Error! Reference source not found.**. Any notice shall be deemed to have been delivered: (i) upon receipt, when delivered personally or through registered mail; (ii) within seven (7) days if delivered by first class mail; or the following business day, if delivered per email and no automatic malfunction or out-of-office reply was received.

17.6   No partnership

Nothing contained herein shall be construed as creating any agency, partnership or other form of joint enterprise between the Parties.

17.7   No waiver

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

17.8   Notices

Notices to Zapflow shall be sent to Zapflow Ltd by email to legal@zapflow.com or the CEO of Zapflow. Notices to Customer shall be sent to the address provided by the Customer in the Order form or the CEO of the Customer.

17.9   Applicable Law

The Agreement is governed by the laws of Finland, excluding its choice of law rules.

17.10   Dispute resolution

Any dispute arising in connection with the Agreement shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The arbitration tribunal shall consist of one arbitrator and the arbitration language shall be English. The seat of arbitration shall be Helsinki, Finland.