

Delta Cygni Labs Oy | General Terms

These general terms and conditions ("General Terms") shall apply to the DCL equipment and embedded software and related system integration services ("Product") delivered and provided by Delta Cygni Labs Oy (Business ID: 2556659-6; "DCL") to the customer ("Customer").

1. AGREEMENT

1.1 The agreement between DCL and the Customer is entered into by delivering/signing the Order Confirmation or when the Customer has accepted DCL's Offer. The object, technical specifications, schedule, costs and other details of the Product shall be specified in the Offer, Order Confirmation and the related project plan ("Project Plan"), and in any possible appendices.

2. OBLIGATIONS OF THE PARTIES

2.1 DCL shall execute all services in a professional manner and deliver the Product in accordance with the specifications.
2.2 The Product includes (i) certain DCL hardware (the "Equipment") (ii) embedded software (the "Software"), and related (iii) integration services of the same to Customer system(s) ("Integration Services").
2.3 The Customer shall co-operate in the planning and execution of the Integration Services as agreed. The Customer shall, among other things, in a timely manner provide to DCL all needed information related to the Product.

3. LICENSE AND INTELLECTUAL PROPERTY RIGHTS

3.1 All Intellectual Property Rights in and to the Equipment and Software shall belong to DCL. DCL grants to the Customer a limited, non-exclusive, irrevocable, non-sublicensable, and nontransferable license to use the Software in object code format only and solely for the purpose designated by DCL in the related documentation: exclusively in conjunction with the specific DCL Equipment in which the Software is embedded.

3.2 Pertaining to any Integration Services rendered by DCL relating to the Project:

(i) All rights and title, including, without limitation, all patent, copyright, trademarks, trade secret and other intellectual property rights ("Intellectual Property Rights") to any pre-existing material developed prior to the commencement of the Integration Services ("Background Material"), shall remain with the originating party, unless otherwise agreed in writing. The party submitting the Background Material shall be responsible for ensuring that the use of such Background does not infringe any rights of third parties. The Parties shall give due notice of any limitations related to the aforementioned rights and shall report to each other without undue delay any claims regarding infringement.

(ii) All Intellectual Property Rights to inventions, improvements and discoveries, whether or not patentable or copyrightable, developed during the Integration Services ("Improvements") shall belong to DCL, unless otherwise agreed in writing. Such Improvements shall not be subject to these General Terms. For the avoidance of any doubt, DCL shall have the right to freely exploit such Improvements (commercially or otherwise).

4. DELIVERY, CHANGES AND ACCEPTANCE

4.1 The Product shall be delivered as agreed in the Project Plan.
4.2 Subject to being separately agreed upon, where the Customer requests changes to the Product or specification, the Customer shall bear all costs attributable to such changes if not otherwise agreed.
4.3 Customer shall, upon delivery of the Product, within fourteen (14) working days, notify DCL of any defect or deviation from the agreed specifications. DCL shall, without undue delay after written notice, cure such defect(s) or deviation(s). If Customer has not notified DCL of any defects or deviations in said time, such material shall be deemed accepted.

5. FEES AND RETENTION OF TITLE

5.1 Any license granted hereunder to Software (or transfer of title of Equipment) shall be subject to Customer's timely and full payment to DCL of all applicable fees.
5.2 For the avoidance of doubt, DCL shall retain ownership of any and all Equipment delivered to the Customer until DCL has received a due payment of any and all fees and/or other payments relating to the same, as set forth in this Agreement, unless the parties have agreed otherwise.
5.3 Fees, payment schedule and other terms of payment are set forth in the Offer, Order Confirmation or Project Plan.
5.4 The applicable value added tax shall be added to fees.
5.5 The term of payment shall be fifteen (15) days net. Overdue interest on any late payments shall be determined in accordance with the Finnish Interest Rate Act.

6. CONFIDENTIALITY

6.1 Each Party agrees that all information it obtains ("Receiving Party") from the disclosing party ("Disclosing Party") constitutes the confidential information ("Confidential Information") of the Disclosing Party. The Receiving Party shall keep confidential and not use or

disclose any Confidential Information except when fulfilling its duties under the Agreement.

6.2 The Receiving Party's non-disclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (iv) is independently developed by the Receiving Party; or (v) is required to be disclosed pursuant to a regulation, law or court order.

6.3 The confidentiality obligations shall remain in effect also following the expiration or termination of the Agreement, to the maximum extent of five (5) years.

7. FORCE MAJEURE

7.1 Neither Party shall be liable to the other or deemed to be in default hereunder for non-performance or delays due to causes which are beyond the control of that Party and which occur after and were not reasonably foreseeable on the date of signing of the Agreement. Such causes shall include without being limited to war, acts of government, strikes, natural disasters, power failure, fire and explosions.

8. WARRANTY AND LIMITATION OF LIABILITY

8.1 DCL cannot guarantee or warrant the suitability of the Product or any other deliverables for any other use than agreed.

8.2 Neither Party shall be liable for any indirect, special, incidental or consequential damages of any kind (including lost profits) regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise, even if informed of the possibility of such damages in advance.

8.3 The foregoing limitations of liability shall not be applied to damages which are due to the breach of Sections 3 and/or 7 or are caused intentionally or by gross negligence.

8.4 DCL's liability towards the Customer shall in all cases be limited to the total amount of the payments received from the Customer relating to the Product.

9. TERM AND TERMINATION

9.1 This Agreement becomes effective, as stated in section 1.1 above and remains in force until the parties have fulfilled their obligations hereunder. Without limiting the generality of the foregoing, sections 3, 6, and 11 shall survive the expiration or termination of this Agreement.

9.2 The Parties shall have the right to terminate this agreement and the related Integration Services with immediate effect by notifying the other Party in writing in case the other Party (i) fails to cure any material breach of its obligations within fourteen (14) days after written notice of such breach, or (ii) becomes insolvent, is placed in corporate restructuring, is placed in liquidation or it has otherwise become insolvent.

9.3 In case this agreement is terminated, the Customer shall be obliged to reimburse DCL for the work already done and not invoiced up until the notice of termination and for all costs thus far incurred as evidenced by the records of DCL.

10. MISCELLANEOUS

10.1 DCL may engage subcontractor(s) to carry out any part of its obligations. DCL shall be fully responsible for the performance of such subcontractor(s).

10.2 The parties are independent contractors and no partnership, joint venture, employment, franchise or agency is created hereby between the parties.

10.3 DCL shall be entitled to use the Integration Services as well as the Customer's name and trademarks in its own marketing.

10.4 No modification or amendment of the General Terms or other terms of the agreement shall be binding, unless executed in writing by a duly authorized representative of both Parties.

10.5 No failure to exercise any right or remedy hereunder shall operate as a waiver thereof or prevent the exercise of any other right or remedy.

10.6 The Order, Order Confirmation, Project Plan, if any, and these General Terms shall be the complete and exclusive statement of the mutual understanding of the Parties of the subject matter hereof and supersede all previous communications between the Parties.

11. GOVERNING LAW AND DISPUTE RESOLUTION

11.1 The agreement between parties shall be subject to the laws of Finland, excluding its choice of law provisions.

11.2 Any disputes between the parties shall be primarily settled through negotiations. In case settlement cannot be reached through negotiation, the dispute shall be resolved by the Helsinki district court.