Applixure Terms of Service & Privacy Policy

Updated: May, 2015

Scope of this agreement

This document is an agreement ("Agreement") between you ("Customer", "You") and Applixure Oy ("Applixure") and contains the terms and conditions and privacy policy governing your use of Applixure software and Internet –based service ("Software", "Service"), including any websites, forums, technology, information, data, computer code and materials Applixure makes available to you as part of, or in connection with the Services. This Agreement constitutes the whole agreement between Applixure and you for the Software and Services.

By accessing or using the Software or Services, you accept the terms and conditions of this Agreement for yourself or on behalf of your employer, your customers utilizing the Software or Service or another entity. If you do not have a full legal authority to accept them, or do not agree with the Agreement, you may not use the Software or Services.

If required so by the local law, by accessing or using the Software or Services, you are responsible for taking necessary steps to ensure that end-users of Devices wherein the Software is installed, are aware of and in acceptance of monitoring their Devices as performed by the Software.

This document describes the practices at the time of the agreement has been written or dated and Applixure reserves the right to change the practices described herein in the future without any explicit notice by its own sole discretion. Applixure reserves the right to change, modify, add or remove portions of these Agreements at any time by its own sole discretion. Most up-to-date version of the Agreement can obtained by emailed request to info@applixure.com address or by downloading from Applixure website at www.applixure.com. Customer's continued use of the Software and Services indicates the acceptance and agreement to the changes.

The Customer and Users and Devices are granted a limited, revocable, non-exclusive and nontransferable license to use the Software and Service in accordance with the terms and conditions of this Agreement.

Definitions

1. "Customer" refers to the legal entity or organization, which is using the Software or Services and has accepted this Agreement upon registration of its Environment.

2. "Environment" or is the basic container for all information within the Service for a Customer, typically each Customer has one Environment and each Environment can have several Users.

3. "Environment Data" or "Customer Data" means any and all data that the Devices or Users of an Account upload to, generate or process while using the Services.

4. "User" is a person in the Customer organization who has a User Account in the Service and has access to the Environment Data.

5. "Device" is a technical device in the Customer organization which runs Applixure Software and communicates with and uploads Environment Data to the Service.

6. "Identifiable Data" means any and all technical information gathered from Devices, or entered from by the User, which directly identify the Customer or is directly relatable to the Customer's technical environment.

7. "Non-identifiable Data" means any and all technical information gathered from Devices which are not directly Customer identifiable, or any aggregated, summarized or statistical non-identifiable data derived from the Customer -specific or other non-identifiable data.

8. "Order Confirmation" is an agreement made between Applixure and the Customer defining the Chargeable Services for the Customer. A new Order Confirmation is always created when Chargeable Services are added or removed within an Account.

9. "Subscription Period" is a time span that defines how often the Customer is invoiced for the use of the Chargeable Service or Services. The length of the Subscription Period is defined in the Order Confirmation.

10. "Add-on services" are additional features, services, capacity or support that the Customer may choose to expand the basic type of the Service or Services.

11. "Chargeable Services" are number of Devices, features, services, capacity or support that is mentioned as chargeable. Chargeable Services for an Environment are always defined in Order Confirmations.

Privacy Policy

The Privacy Policy of Applixure is in compliance with the Finnish Personal Data Act (523/99) 10, 24 §.

Applixure is committed to protect the privacy of companies and persons using the Services. Applixure will keep all Customer Data confidential and will not access or use Customer Data, except for Services or Software administrative or development purposes.

No Identifiable Data will be given to third parties, save for if required to do so under mandatory law provisions or to enforce the terms provided in this Agreement.

Applixure reserves the right to use Non-identifiable Data for commercial or non-commercial purposes to the third parties.

Applixure reserves the right to use the name of the Customer for marketing purposes, unless explicitly denied by the Customer in written, or in case the Customer is only testing the Services and has not entered into an effective Order Confirmation yet.

By signing up for any newsletter or other email communications, or by answering any surveys on Applixure website, You will need to provide valid email address to Applixure for communication to happen. These

email addresses are used by Applixure as part of the marketing communication. Applixure reserves the right to use 3rd parties to manage these operations.

As part of the Service registration, or later on while using the Service when adding additional Users, You will need to provide names and email address for each of the User account. Email addresses related to the User Accounts are primarily used for system communication purposes, such as when resetting the password or for sending out messages from the Applixure Service, but can be used by Applixure when communicating changes in Software or Services.

When you enter into agreement with Applixure for Chargeable Services, You will provide Applixure or to a designated third party payment processor with your payment details in order for Applixure to provide Order Confirmation and enable valid Subscription Period for You.

Use of Service and website

Use of Applixure website at www.applixure.com and the Service require the use of cookies in an Internet browser. Applixure uses cookies to track sessions in the Service and usage patterns for our website.

Applixure use website cookies, browser managed text files that are stored on your computer, to deliver Applixure Service to You and to improve your user experience while using Applixure website(s). The information stored in the cookies never includes any confidential information, such as your passwords. If you remove or block use of cookies in your browser, it may impact or prevent the correct functioning of Services and your usage of Applixure website.

Applixure uses one-pixel transparent or other images embedded in our websites and/or email messages sent from Applixure, for the purpose of analyzing usage patterns and measuring the deliverability of the messages.

Any and all access to our Web –based properties, including the website(s) and Service, may generate automatic log file stored data from the webserver. This information includes, but is not necessarily limited to, request originator IP address, browser used and the addresses requested. We use this information to detect and correct any errors in the service, and to detect any malicious activity that may impact the use of the Service or Services.

How Applixure collects information

This section explains how Applixure collects and stores Identifiable and Non-identifiable Data from your Devices and Users.

For all Devices that comprises of Environment, Applixure Agent Software needs to be installed on each machine. Applixure uses this Software to collect both inventory data from the computer (hardware, operating system and software information); as well as perform real-time monitoring of software usage by the users, performance related data and events as reported by operating system and software. This collected inventory data is limited to essential characteristics of the devices Service monitors, and will not include any non-systems information stored in the machine such as computer user's documents or files.

As part of the inventory collection and real-time monitoring, Software stores persistent and non-persistent data on a local database file in a Device for change detection and buffered reporting. On a default

installation, this database is stored under Software's private directory structure of C:\ProgramData\Applixure. By default, the location of the database file is protected using operating system access control lists to prevent regular, non-administrator, user accounts from tampering and accessing it.

On a regular interval, Software will send all pending new, changed and removed inventory and event data to the Service using encrypted communication channel, TLS protected HTTPS. Once sent and successfully processed by the Service, non-persistent data is removed from the local database on a Device. If Device is unable to communicate with the Service for a long period of time, or Device is marked as removed in the Service, Software may stop collecting information completely.

Also on a regular interval, Software will check for updated versions of itself from Service as well as any configuration changes to the Software; and auto-updates itself in order to provide maintenance-free experience for the Customer. Downloaded updates are also stored under Software's directory structure and protected from addition, modification and removal using non-administrator user accounts. All updates for Software are digitally signed by Applixure to prevent malicious loading of unauthorized versions of Software. Periodically, Software will remove the older version of itself from the local disk to keep low disk footprint for Software.

In order to provide best possible service and experience for our Customers, Applixure has to collect previously described inventory and event information using locally installed Software. As Internet –based service without any local datacenter-based infrastructure on Customer's premises, Applixure is unable to access necessary information from Devices without use of local Agent Software.

For what collected information is used

Once information is sent to the Service from Devices, it is being handled by automated processes. These processes divide the uploaded information into two parts, as Identifiable Data and Non-identifiable Data. Depending on the type of Customer Data uploaded, Identifiable Data are those parts of the said data that directly tie to customer-specific information, such as computer names or user names. Non-identifiable Data is technical information from Devices that are not generally Customer specific, such as Windows version numbers, application names or are purely statistical information such as length of computer startup time.

Identifiable and Non-identifiable Data are stored separately in the Service, so that all Identifiable Data are always associated with the Environment it relates to, and so can be completely removed if Customer decides to end the use of Software and Services.

Once information from Devices are stored and processed, Customer and Users can access Environment's data using Applixure Service. For certain functionality in the Service, such as licensing related features, Users may add to the technically collected data with additional information which will give the Service a better understanding of the Environment and new insights for the data for the Customer.

We may use anonymized, statistical or aggregate information drawn from Identifiable and Non-identifiable Data (making it as Non-identifiable Data) to compare your Environment to others using the Service, in order to provide benchmarking functionality. Use of aggregated information in such manner will not identify the Customer individually.

At the time of writing, Applixure processes and stores the Customer Data using servers located physically in the Finland in the EU area, but reserve the right to add additional geographic areas to provide Service from other locations. Applixure reserves the right to move Environment Data between different regions, and/or its hosting providers, without prior notice.

Removing Software from Device and Service

At any time, you can uninstall Software from your Devices using standard Windows uninstall programs – functionality. The entry for Software in the list of installed software is "Applixure Agent", and once removed, it is no longer present on a machine. When Software is removed, all the database files will remain on a machine, and can be removed manually by deleting the C:\ProgramData\Applixure –directory structure.

If Service detects that individual Device is misbehaving, either by technical error in the Software or Device, or by third party purposefully misusing the communication channel between Software and Service, Applixure may at its discretion disable the Software on a Device. In this process, the Software remains installed, but will shut down and prevent itself from automatically restarting once the Device is restarted the next time.

Regulatory compliance

Customers are responsible for determining whether they are subject to any regulatory or other compliance requirements, such as Payment Card Industry Data Security Standard (PCI DSS) or any other compliance standard, and whether the Service provided by Applixure can be used in Devices covered partly or fully by those compliance requirements. Customers are responsible for taking any necessary steps to making sure that any and all Customer Data submitted to the Service is not covered by those regulations as Applixure does not certify its own Services under any of the regulatory requirements, excluding what might be described elsewhere in this agreement. Customers who have determined that either Devices or Customer Data require specific certification for any regulatory compliance they fall under must not use Applixure services in connection with those Devices or Data.

Prices

Use of the Environment is priced according to the number of Chargeable Services (e.g. Devices and Add-on services) used within that Environment during a Subscription Period. The Chargeable Services and subscription packages provided by Applixure are listed in the current price list available from sales@applixure.com email or alternatively from the Applixure website. All prices and availability of Chargeable Service are subject to change.

If the prices change, Applixure shall give the Customer at most 30 days' notice. The notice may be provided on the Applixure website www.applixure.com, by email or by posting on the Service.

Any changes in the pricing do not affect existing Order Confirmations with ongoing Subscription Periods already paid by the Customer.

Payment and taxes

The use of the Chargeable Services provided by Applixure shall be paid in advance by credit card or invoiced electronic payment ("Invoice"). Charges shall be defined and accepted on the Order Confirmation created by the Customer when adding or reducing the number of Devices, in tiers or exact numbers, depending on the Environment, or ordering Add-on services.

Credit card payment for the Service is debited at the beginning of each Subscription Period. In connection with the first Chargeable Service ordered, Applixure and its credit card service provider shall be authorized to process such payments until the Customer terminates or cancels the subscription and access to the Environment.

Credit card information required to process the payment(s) shall be retained only by a trusted credit card service provider. Applixure will not store or keep record of the credit card information.

Invoice payment is available to accounts which have a main invoicing address located within a country that either resides inside the Single Euro Payments Area (SEPA) or is able to wire-transfer the payment using electronic payment, such as Automated Clearing House (ACH).

If payment is not received, as a result of an invalid credit card or non-payment of the Invoice, Applixure may deem it necessary to disable the Services rendered. If the User wishes to reactivate the Services, the total subscription balance plus possible penalty fees shall be due immediately and must be paid before the Services are reactivated.

If the Customer reduces the amount of Chargeable Services (e.g. Devices) within the Environment and has already paid fees for an ongoing Subscription Period, there is no refund for the remaining days of the Subscription Period with regards to extraneous Services. The resulting decrease in the total subscription cost shall take effect at the beginning of the following Subscription Period after changes to the Services have been entered by the Customer.

As a general rule all payments are non-refundable. No refunds are available for partial months of service, downgrades or months of inactivity or partial use of available Services, except in cases where the availability of the Service has been significantly restricted for reasons solely attributable to Applixure. In such cases any refunds are defined in a separate Service Level Agreement ("SLA") made between Applixure and the Customer. If no separate SLA exists between Applixure and the Customer, Applixure has the sole discretion to offer a refund to the Customer.

Prices are exclusive of all taxes, levies or duties imposed by the taxing authorities, and the Customer shall be responsible for payment of such taxes, levies or duties except for the value added tax (VAT) when applicable. VAT shall be automatically added to prices.

Term of purchased Chargeable Services

Chargeable Services purchased by the Customer commence on the start date specified in the applicable Order Confirmation and continue until further notice.

If not otherwise specified in the applicable Order Confirmation, the Customer will be charged for the use of Chargeable Services in the beginning of each Subscription Period for the price of Chargeable Services for that period.

The prices of the Chargeable Services for subsequent Subscription Periods shall be the same as previous Subscription Period, unless Applixure has notified the Customer of a pricing increase at most 30 days before the beginning of the Subscription Period.

Obligations and Liabilities of the Customer

Content in the Services

All information which you may have access to as part of, or through your use of, the Services are the sole responsibility of the Customer organization and Environment from which such content originated.

User restrictions and Customer warranties

In order to use Services the following restrictions on Users shall apply:

1. The Customer agrees to cause that all Users are natural persons of legal age, acting for her/himself or for a legal entity; an account registered by automated means shall not be accepted.

2. The Customer agrees to cause that all Users provide their full legal name, a valid email address and other information requested during the new User registration process.

3. The Customer agrees to cause that no User shall let other persons use the User Account login information, nor let multiple persons share login information for any User account in and Environment. All Users shall always maintain a valid email address in the Services, and promptly change all relevant account information in the Services as required.

4. The Customer agrees that the first User in the Environment has full power and authority to enter into an agreement with Applixure directly or on behalf of a legal entity.

5. The Customer agrees to cause that performing the obligations and use of the Services shall not violate any applicable laws or regulations, including but not limited to laws and regulations regarding the transfer of personal information for residents of the European Union; breach of agreement with any third party; or unreasonable interference with the use of the Services by other Applixure Customers.

6. The Customer agrees that all Users will keep their individual passwords confidential and no passwords will be stored in unprotected form.

Backups

Applixure performs daily backups to protect the Environment Data from software errors and hardware failures. Due to multi-tenant nature of data stored by the Applixure, this backup data is never directly accessible by any single Customer and is only used to recover Service or Services in the event of otherwise non-recoverable failures.

Security and Proper Conduct

Applixure takes security seriously and uses various tools to ensure overall security; including allowing access to its servers and databases only to the Applixure personnel or authorized 3rd party contractors who have need to access those entities to perform normal maintenance and support duties. The Customer agrees that the User or Users are responsible for maintaining the Account and password security.

Applixure shall not be liable for any loss or damage from the failure to comply with this security obligation.

The Customer agrees to cause that the User shall not:

1. Try to breach security and enter the Services, someone else's Environment, or the data centers used by Applixure.

2. Seek access to data on the datacenters used by Applixure through any means other than direct link within the Services.

3. Try to send data to the Services through any means other than the provided Software or direct link within the Services.

4. Upload any viruses, worms or code of a destructive nature to the Services.

5. Try to use applications or interfaces other than those provided or expressly approved by Applixure for interaction with the Services.

6. Reverse engineer any Software or code in any part of the Services.

The Services may not be used for any illegal or unauthorized purpose. The Customer agrees to cause that the Users shall not, in the use of the Services, violate any laws in its jurisdiction (including but not limited to copyright laws) or upload any offensive, threatening, libelous, defamatory, or otherwise objectionable data to the Services.

Excluding the methods described in the limitations set forth above, Customer has right to perform security testing against their own Applixure environment to verify correctness of operation, provided that no implicit or explicit harm is done to the other Customers of the Service, such as Denial of Service. Applixure shall not be liable for any damage this may cause to Customer's own data as a result of this testing.

Receiving notifications

Notifications sent by Applixure to the User shall be deemed duly served when the notices are sent by email to the email address provided by the User during account registration or through modification of the account information thereafter.

In cases where notices are delivered on the Service or on a named web address, the notices shall be deemed duly served once such posting has occurred.

Obligations and Liabilities of Applixure

Basis for Services

The goal of Applixure is to provide good service for users in many different countries and industries. The Services are the same for everyone, and so the Services are provided on an "as is" and "as available" basis. The Customer agrees that the Services are used by the Customer and persons within Customer at their own risk.

Applixure shall continuously improve and develop the Services overall, therefore content and features of the Services may be changed, added or removed at discretion of Applixure at any time without further notice. Applixure shall strive to minimize the negative impact of any changes to the Services. Applixure shall make commercially reasonable effort to ensure the highest possible service level.

The Services, Software and official terms of service as well as any documentation and instructions are provided in English only. Applixure may at its discretion provide translations into other languages for information purposes only. Should a translation differ from the original English version, the English version shall always prevail.

Provision of Services

Applixure strives to use best-in-class datacenter services as well as top security measures when providing the Services. However, due to the nature of the Internet, Applixure shall not assume responsibility for the risks related to reliability and security, and therefore Applixure provides the Services only with conditions expressed in the terms of this Agreement and possible separate Service Level Agreement made between Applixure and the Customer.

Limitations of Liability

Applixure is only liable for errors caused by Applixure intentionally or by gross negligence in breach of the terms and conditions of this Agreement. Under no circumstances shall Applixure be liable for any indirect or consequential damages.

The aggregate liability of Applixure, whether in contract, warranty, product liability, strict liability or other theory, arising out of or relating to the use of the Services, Software or the terms of this Agreement shall in no event exceed the price paid by the customer for the Services in the prior three months before the date of any claim.

Disclaimers

Neither Applixure nor any of its suppliers, partners or resellers offer any warranty of any kind, express or implied, and Applixure and its suppliers specifically disclaim any implied warranties of title, non-infringement, merchantability, fitness for a particular purpose, system integration or data accuracy. No claims other than those specifically contained in this Agreement have been made with respect to the Services, Software and the User shall not rely on any claims not expressly set out in this agreement.

Applixure does not warrant that the Services or Software will meet the requirements of the User, operate correctly with the User's choice of equipment, systems or settings, be uninterrupted, nor free of errors.

Further, use of the Internet to access the Services has not been established nor is it maintained by Applixure, and Applixure has no control over the Internet. Applixure is not liable for the discontinuance of operation of any portion of the Internet, nor possible regulation of the Internet.

Applixure does not control the flow of data to or from Applixure and other portions of the Internet. Such flow of data depends on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties may impair or disrupt the User's or Software's connection to the Internet (or portions thereof). Applixure shall make all commercially reasonable efforts deemed appropriate to remedy and avoid such events, however Applixure shall not guarantee that interruption will not occur. Applixure shall not be liable for the performance or non-performance of Internet services.

Links to sites other than those controlled by Applixure are provided for convenience only. Applixure assumes no responsibility for the correctness of the information provided by those sites nor the policies, nature or reliability of those sites.

Intellectual Property Rights

All content and Software available on the Services or used to create and operate the Services, except for Identifiable Data uploaded from the Software or entered by the Users, is the property of Applixure or its licensors and is protected by international copyright laws. All rights to the Services, its content and Software are expressly reserved. All trademarks, registered trademarks, product names, company names or logos mentioned in the Services are the property of their respective owners.

The Customer and Users shall retain intellectual property rights to all Identifiable Data owned by them and uploaded or entered to the Services. If such Identifiable Data is meant to be shared between other Users of the Services, the other Users are granted a free, perpetual, non-exclusive and non-transferable right to use the data if not otherwise clearly specified in an agreement between the publishing party and the receiver of the Identifiable Data. Applixure is granted a free, perpetual, exclusive and transferable right to use all Non-identifiable Data gathered by the Service.

Termination of Subscription

Subscription can be terminated by the Customer at will through the Services or by sending a written cancellation notice to sales@applixure.com email address.

After Applixure has received the cancellation, the Environment and Environment Data is marked as deleted, and permanently removed after 30 days, after which it is impossible to re-activate the use of the Environment.

If the Customer cancels while the Subscription Period is still ongoing and has already paid fees to the end of the period, there is no refund for the remaining days of the Subscription Period.

Applixure reserves the right to discontinue the Service of a User, with immediate effect, or to terminate a Customer Subscription with 30 days' notice, if:

1. The User violates any of the terms and conditions provided in this Agreement.

2. The Service is wholly discontinued irrespective of the cause.

3. If payment is not received, as a result of an invalid credit card or non-payment of the Invoice.

In a case of termination of a Subscription, the termination is effective immediately and may not be re-activated.

In an event that the Service is wholly discontinued, Applixure will provide export of the Environment Data to the Customer in a most suitable format as determined by Applixure. Customer is then responsible for moving that data into other systems or services in its own expense.

Amendments to this Agreement

Applixure reserves the right to change or modify the terms and conditions provided in this Agreement at its sole discretion. Changes shall be effective immediately. Continued use of the Services after changes or modifications to the terms of this Agreement have been made constitutes the User's acceptance of said changes. It is recommended that the User reviews the most current version of the terms and conditions of this Agreement regularly at www.applixure.com.

Force Majeure

Neither Applixure nor the User shall be liable for any delay or failure in performance due to extraordinary event or circumstance beyond the control of the parties such as earthquake, labor dispute, supply shortage, riot, war, fire, epidemic, transportation difficulty or other understood event of force majeure. The obligations and rights of the excused party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.

Transfer of Service

Applixure may at its own discretion transfer the Services (including, but without limitation, the agreement between Applixure and the Customer) fully or partially to a third party. The Customer shall be informed of any such transfer.

The Customer or the Users may not directly transfer this agreement to a third party; however the Customer can transfer or give access to its Environment Data to a third party. The receiving party can then accept the terms of this Agreement and continue using the Services.

Governing laws and disputes

This Agreement and the relationship between Applixure and the Customer and/or the User shall be construed, governed and enforced in accordance with the laws of Finland without giving effect to its choice of law provisions.

All disputes arising out of or in connection with this Agreement and with the relationship between Applixure and the Customer shall be submitted to the exclusive jurisdiction of the Helsinki District Court, Finland.