

GENERAL TERMS FOR DEMONSTRATORS

1. SCOPE OF APPLICATION

These FORCIOT Oy's General Terms for Demonstrators ("Terms") set forth the terms and conditions under which FORCIOT will provide to the Company a limited right to use FORCIOT's demonstration unit(s) ("Demonstrators", as defined in the order form which is subject to these Terms) and any accompanying material as defined in the confirmation of Company's order or request for the Demonstrator ("Confirmation") or in the dispatch note of FORCIOT.

Company shall have the right to use the Demonstrator(s) solely for the purpose of internal testing and evaluating the Demonstrator(s) ("Purpose"). The right is non-exclusive, non-transferable and it may not be assigned. The Company may not rent, loan, transfer, sublicense, lease or otherwise distribute or operate the Demonstrator(s) to or for the benefit of any third party.

2. COMPANY'S RIGHTS AND OBLIGATIONS

The Company shall only be allowed to use the Demonstrator(s) for the Purpose. The Company is allowed to incorporate its own or third party software (subject to a license from third party) to the Demonstrator(s) only in accordance with written instructions from FORCIOT for the Purpose. FORCIOT takes no responsibility for such software and does not warrant the interoperability or functionality of the Demonstrator(s) with such software. The Company is not allowed directly or indirectly to reverse engineer the software in the Demonstrator(s) or dismantle the Demonstrator(s) without prior written consent of FORCIOT. The Company is not allowed to copy any Demonstrator(s) or any materials relating thereto.

By accepting shipment of Demonstrator(s), the Company assumes full responsibility for the Demonstrator(s) and becomes liable towards FORCIOT until the Demonstrator(s) are returned to FORCIOT in good condition. Company shall ensure that the Demonstrator(s) are insured while in its possession and for the return shipment.

The Company acknowledges that: (a) FORCIOT's purpose in granting the Company free use of the Demonstrator(s) under the Terms is to allow the Company to evaluate the Demonstrator(s) for the period of time determined by the Confirmation or otherwise by FORCIOT; (b) the Demonstrator(s) are and shall remain the exclusive property of FORCIOT and FORCIOT's successors and assigns; (c) the Company has no right or interest in the Demonstrator(s) other than as expressly granted in these Terms; (d) any data, analytics, feedback or suggestions for improvements or enhancements given by the Company to FORCIOT, including by means of automated upload features, regarding the Demonstrator(s) (collectively, "Feedback") does not give the Company any rights in any release of the Demonstrator(s) or require FORCIOT to implement the Company's suggestions or other requirements in any release of products or services related to the Demonstrator(s). The Company hereby irrevocably assigns and transfers to FORCIOT all of the Company's right, title and interest in and to Feedback and all intellectual property rights associated therewith without any claim for any compensation from FORCIOT. The rights transferred include without limitation the right to modify and further assign the Feedback.

The Company's right to use the Demonstrator(s) shall expire on the date specified in the Confirmation or upon written notification from FORCIOT. Company shall deliver at its cost and risk and by using a reputable courier service the Demonstrator(s) together with all other information and materials sent or made available to the Company along with the Demonstrator(s) back to FORCIOT upon request by FORCIOT or at the latest immediately after the expiry or termination date. In case the Demonstrator(s) are not returned to FORCIOT functional and in original condition latest within seven (7) days after

a request or the expiry or termination date, FORCIOT has the right in its sole discretion to invoice the Demonstrator(s) at the FORCIOT's then current list price for the Demonstrator(s) and the Company will receive only such rights to the Demonstrator(s) as the then current FORCIOT general terms of sale governing such sale of Demonstrator(s) may grant.

3. INTELLECTUAL PROPERTY RIGHTS

The Demonstrator(s) contain proprietary material of FORCIOT and/or material that other suppliers have licensed to FORCIOT for use in the Demonstrator(s). This material is protected by copyright and other laws respecting intellectual property rights. FORCIOT and/or the respective licensors retain all rights in the Demonstrator(s), including (without limitation) all copyright and other intellectual property rights worldwide to the Demonstrator(s) and any amendments, modifications or new versions thereto including any and all associated documentation, manuals and materials provided by FORCIOT.

The Company shall have the non-exclusive, non-sublicensable, non-transferrable right to use the Demonstrator(s) solely for the purpose of internal evaluation of the feasibility of a possible subsequent R&D and/or licensing co-operation with FORCIOT. Software embedded into any Demonstrator(s) may only be used as integrated into the Demonstrator(s). Any software applications delivered by FORCIOT may only be installed into the amount of test devices as defined in the Confirmation and may only be used in order to test the Demonstrator(s) delivered by FORCIOT.

Company may not copy, reverse engineer, decompile, disassemble, adapt, modify or create derivative works of the Demonstrator(s), nor transmit or submit the Demonstrator(s) to any third party or remove, alter or modify any trademarks, program markings or notices of proprietary rights contained in the Demonstrator(s). The Company agrees that any information obtained in violation of the restrictions as set forth in this paragraph will be Confidential Information automatically and irrevocably deemed assigned to and owned exclusively by FORCIOT.

4. CONFIDENTIALITY

For the purposes of the General Terms, "Confidential Information" shall mean any information and material in whatever form disclosed to the Company by FORCIOT and either marked as confidential or should be understood to be confidential. The Company shall keep in confidence all Confidential Information received from FORCIOT and shall not disclose or hand over Confidential Information to any third party or use Confidential Information for any purposes other than for the Purpose. The Company specifically agrees that all data, software, drawings, know-how, business, technical and financial information it obtains regarding the Demonstrator(s) are Confidential information of FORCIOT.

The confidentiality obligation shall, however, not apply to material or information, (a) which is generally available or otherwise public other than by a breach of the Terms by the receiving Party, (b) which the receiving Party has received from a third party without any obligation of confidentiality, (c) which was in the possession of the receiving Party prior to receipt of the same from the other Party without any obligation of confidentiality related thereto, (d) which the receiving Party has independently developed without using material or information received from the other Party, or (e) which the receiving Party is required to provide due to law or regulation by the authorities.

The Company shall promptly upon termination of the right to use the Demonstrator(s) or when the Party no longer needs the Confidential

Information in question for the Purpose cease using Confidential Information and upon request return or destroy the Confidential Information including all copies thereof in a reliable manner. The Company shall, however, be entitled to retain such material as is required by law or regulation by the authorities.

The rights and responsibilities under this Section 4 shall survive the termination, expiration or cancellation of the right to use the Demonstrator(s). Unless otherwise agreed in writing, these rights and obligations shall expire after 5 years from the termination, expiration or cancellation of the right to use the Demonstrator(s).

5. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

The Company's use of the Demonstrator(s) is at the Company's own risk and provided on an "as is" and "as available" basis, without any warranties of any kind, either express or implied. FORCIOT does not warrant the Demonstrator(s) fitness for the intended use by the Company, and FORCIOT does not give any kind of guarantees for the Demonstrator(s).

In no event will FORCIOT, its affiliates and its licensors, service providers, employees, agents, officers and directors be liable for damages of any kind, under any legal theory, arising out of or in connection with the Company's use, or inability to use, the Demonstrator(s), including any direct, indirect, special, incidental, or consequential damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, even if foreseeable.

6. REFERENCE

FORCIOT may present the Company as a reference in its marketing activities on a general level only with the prior written consent of the Company.

7. DATA SECURITY AND BACKUP, PERSONAL DATA

Each Party shall comply with the measures agreed by the Parties in writing and the legal requirements set out in applicable laws related to data security, privacy in processing personal data and backup requirements.

Each Party shall ensure that the Party's own environments, such as equipment, service production facilities and business premises, within that Party's responsibility, are protected against data security threats in accordance with the adequate data security procedures used by the Party, and shall ensure that measures relating to data security and backup are complied with.

Each Party shall be responsible for making back-up copies of its data and data files and for verifying the functionality of such back-up copies.

No personal data is foreseen to be processed by FORCIOT on behalf of the Company. In case FORCIOT would process personal data on behalf of the Company, the Company shall be responsible for

ensuring that it has the right to provide such personal data for the Purpose and the Parties shall agree on the terms and conditions relating to such processing of personal data separately in writing.

8. APPLICABLE LAW

The right to use the Demonstrator(s) and these Terms shall be governed by and construed in accordance with the laws of Finland excluding its choice of law provisions. The application of the U.N. Convention on Agreements for the International Sale of Goods is excluded. Any dispute, controversy or claim arising out of or relating to the right to use the Demonstrator(s) or these Terms shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce by one (1) arbitrator. The arbitration shall be held in Helsinki, Finland in the English language. Notwithstanding the foregoing, each Party shall have the right to seek interim orders or injunctions or any other provisional remedies available under applicable law and to enforce an arbitral award in any competent court of law. FORCIOT shall have the right to claim for outstanding receivables at the competent court of Company's domicile.

9. EXPORT RESTRICTIONS

The Company acknowledges that Demonstrators are subject to export control laws and regulations and may be subject to export, re-export or import restrictions. The Company may not transfer the Demonstrator(s) to any third party under any circumstances.

10. TERM AND TERMINATION

FORCIOT shall be entitled to terminate the right to use the Demonstrator(s) at convenience at any time prior to the specified expiry date with immediate effect.

11. MISCELLANEOUS

If any provision of these Terms is held to be invalid or unenforceable, the other provisions of these Terms shall remain in full force and effect. The invalid provision shall be replaced with a valid one which achieves to the extent possible the original purpose and commercial goal of the invalid provision.

Any modification or amendment to the Terms shall be agreed in writing. The terms and conditions of these Terms shall prevail notwithstanding any different or inconsistent terms in any purchase order or other document of the Company.

A failure by a Party to use any of its rights under the Terms shall not be construed as a waiver of such right.

Neither Party may assign its rights or obligations under these Terms, either wholly or in part, without the written consent of the other Party. FORCIOT may nonetheless transfer its rights and obligations under the Terms to such third party to whom the business activities related to the Demonstrator(s) have been transferred.