

Effective Date 31.8.2016

AGILEFANT CLOUD TERMS OF SERVICE

PLEASE READ THESE AGILEFANT CLOUD TERMS OF SERVICE ("TERMS") CAREFULLY BEFORE ACCESSING OR USING AGILEFANT CLOUD. BY USING AGILEFANT CLOUD YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS YOU MAY NOT USE AGILEFANT CLOUD.

1. Introduction

- 1.1 Agilefant Cloud (also the "**Service**") is a web based tool for agile management. Agilefant Cloud is owned and controlled by Agilefant Ltd. (a limited liability company validly organized under the laws of Finland, business identity code 2579940-2, having its registered place of business at Tähkätie 3 A 2, 00390 Helsinki, Finland). Your use of the Service is governed by these Terms and any other applicable terms and conditions referred to in these Terms ("**You**" shall mean a corporate or other professional organization that is a party to these Terms and each individual company belonging to the same group of companies than the organization that is a party to these Terms, and each individual person that is using the Service within such companies). The Service is intended for corporate and other professional users.
- 1.2 The Terms constitute a binding agreement between You and Agilefant Ltd., including its affiliates and suppliers (collectively "**Agilefant**"), defining Your and Agilefant's rights and responsibilities with respect to the Service.
- 1.3 The main features of the Service are described at Agilefant website. You acknowledge and agree that Agilefant may and is likely to continuously develop and change the Service. Such developments and changes shall not diminish the overall performance and functioning of the Service.

2. Subscription, Trial Use and Termination

- 2.1 In order to use the Service You must create an account for Your organization. Within the account You may create users for the members of your organization, which may in turn create more users into your account.
- 2.2 Your organization may have up to two (2) enabled users that may use Service without a fee.
- 2.3 If You have more than two (2) enabled users in your account, Your use of Service is subject to a monthly use fee defined in the price list presented at <http://agilefant.com/pricing>, unless otherwise expressly agreed. You agree to provide Agilefant with correct and accurate billing information and keep such information always up-to-date.
- 2.4 The payment term is 14 days net from the date of invoice, unless otherwise agreed, or in the case that You will pay with a credit card Your card will be billed immediately upon payment. Interest on delayed payments accrues in accordance with the Interest Act of Finland (633/1982, as amended). Unless otherwise agreed in writing, the prices specified in these Terms are exclusive of value added tax.

- 2.5 You are responsible for Your use of the Service and compliance with these Terms.
- 2.6 You may terminate Your subscription of the Service or reduce the number of enabled users at any time by canceling the subscription, of part thereof, at the "Administration" section of the Service, and Your subscription will end totally or partially at the end of the month during which You terminated Your subscription or part thereof.
- 2.7 Agilefant may terminate Your subscription of the Service at any time upon three (3) months' prior written notice.
- 2.8 Either party may immediately terminate these Terms, including any right to use, if the other party to these Terms commits any material breach of these Terms and fails to remedy such breach within thirty (30) days after written notice.

3. **Right to Use**

- 3.1 Agilefant grants to You a non-exclusive, non-transferable, revocable right to use the Service strictly in accordance with these Terms.
- 3.2 You agree to use the Service only for purposes permitted by these Terms and any applicable laws and regulations.
- 3.3 You are able to submit and export information or content ("**Content**") to and from the Service. Agilefant does not claim title or ownership in Your Content and Your submission of Content does not transfer title or ownership of Your Content to Agilefant.

4. **Using the Service**

- 4.1 When using the Service You agree to:
 - comply with applicable laws, these Terms, relevant guidelines as issued by Agilefant and good manners; not to submit unlawful or otherwise inappropriate Content; obtain any consents, permissions or licenses that may be legally required for You to submit Content; respect the privacy of others; not distribute or post spam, chain letters, pyramid schemes, viruses or malware;
 - not use any technologies or initiate other activities that may harm the Service, Agilefant servers or any other servers connected to the Service, or the interests or property of Agilefant or other Service users;
 - not use any systems or automated systems or means to access, acquire, copy or monitor any part of the Service; and not to access or attempt to access the Service by any means other than through the interface provided by Agilefant.
 - ensure that you take necessary back-up copies of any and all Content processed in the Service; understand and accept that Agilefant uses reasonable efforts to back-up the Service and thereto related Content and data, but it is Your obligation to ensure that You have complete, functional and up-to-date copies of any and all Content.

5. **Customer Service**

5.1 **Customer Support**

5.1.1 You may contact Agilefant in order to receive support and answers regarding problems or questions concerning the Service. More information regarding the user support is available at <http://agilefant.com/support>.

5.2 **Customer Contacts and Feedback**

5.2.1 You may contact Agilefant to provide feedback, ideas, proposals or any other information regarding the Service. You may contact Agilefant either by email or regular mail at the following addresses:

- support@Agilefant.com; or
- Agilefant Ltd., Lapinlahdenkatu 16, 00100 Helsinki, Finland.

5.2.2 By submitting ideas, feedback or proposals (“**Feedback**”) to Agilefant, You acknowledge and agree that (i) Agilefant may have similar development ideas to the Feedback; (ii) Your Feedback does not contain confidential or proprietary information of You or any third party; (iii) Agilefant is not under any obligation of confidentiality with respect to the Feedback; (iv) Agilefant may use the Feedback for developing the Service; and (v) You are not entitled to any compensation of any kind from Agilefant for Agilefant using the Feedback for developing the Service.

6. **Intellectual Property Rights**

6.1 You acknowledge and agree that Agilefant and its licensors own all rights, title and interest, including any copyright, patent, design right, trademark, database right and any other intellectual property rights (whether registered or not, and wherever in the world those rights may exist) (“**Intellectual Property Rights**”) in and to the Service. Except for Your limited right to use the Service in accordance with these Terms, Agilefant and its licensors reserve all rights, title and interest in and to the Service, including all Intellectual Property Rights pertaining to the Service.

6.2 Nothing in these Terms (or any other terms and conditions referred to in these Terms) grants to You or shall be deemed as a grant to You of any right or license to use (in any manner whatsoever) any Agilefant or its licensors’ trade names, trademarks, service marks, logos, domain names or any other commercial designations or distinctive brand features.

7. **Indemnification**

7.1 You agree to defend and indemnify Agilefant, its directors, employees, subcontractors, partners and agents from and against all third party claims and all liabilities, assessments, losses, costs or damages resulting from or arising out of (i) Your breach of these Terms, (ii) Your infringement or violation of any Intellectual Property Rights, other rights or privacy of a third party, or (iii) misuse of the Service by a third party where the misuse was

made possible by Your failure to take reasonable measures to protect Your subscription to the Service against misuse.

- 7.2 Agilefant agrees to defend and indemnify You, Your directors, employees, subcontractors, partners and agents from and against all third party claims and all liabilities, assessments, losses, costs or damages resulting from or arising out of (i) Agilefant's infringement or violation of any Intellectual Property Rights of a third party and (ii) Agilefant's breach of these Terms.

8. **Limited Warranties**

- 8.1 Agilefant warrants that the Service does not infringe any Intellectual Property Rights of any third party. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGILEFANT AND ITS LICENSORS EXPRESSLY DISCLAIM ANY FURTHER WARRANTIES OF ANY KIND REGARDING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE.

- 8.2 Agilefant will correct any breaches of the warranties given in Section 8.1 without undue delay without any cost to You. If such correction is not commercially reasonable for Agilefant, Agilefant shall be entitled to terminate the Service with immediate effect, but in no event shall such termination relieve Agilefant from its obligation to defend and indemnify You as set forth in Section 7.2.

9. **Limitation of Liability**

10. SUBJECT ALWAYS TO SECTION 9.2, YOU EXPRESSLY UNDERSTAND AND AGREE THAT AGILEFANT AND ITS SUBSIDIARIES AND AFFILIATES SHALL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT INCLUDING NEGLIGENCE OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU THROUGH YOUR USE OF THE SERVICE, INCLUDING ANY LOSS OF DATA OR CONTENT, WHETHER OR NOT AGILEFANT OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. THE MAXIMUM LIABILITY OF AGILEFANT AND ITS SUBSIDIARIES AND AFFILIATES UNDER THESE TERMS SHALL BE THE FEES RECEIVED BY IT FROM YOU UNDER THESE TERMS DURING THE PAST 12 MONTHS PRIOR TO YOUR CLAIM.

- 10.1 NOTHING IN THESE TERMS EXCLUDES THE LIABILITY OF AGILEFANT, ITS SUBSIDIARIES OR AFFILIATES FOR: (I) DEATH AND PERSONAL INJURY CAUSED BY NEGLIGENCE; (II) FRAUDULENT MISREPRESENTATION; (III) INFRINGEMENTS OF ANY INTELLECTUAL PROPERTY RIGHTS; OR (IV) ANY OTHER LIABILITY WHICH CANNOT BE LIMITED BY APPLICABLE LAW.

11. **Other Terms**

- 11.1 These Terms constitute the whole legal agreement between You and Agilefant and govern Your use of the Service, and completely replace any prior agreements between You and Agilefant in relation to the Service. Each party

confirms that, in entering into these Terms it has not relied upon any representations or statements not expressly incorporated herein.

- 11.2 You agree that if a party does not exercise or enforce any legal right or remedy which is contained in these Terms, this will not be taken to be a formal waiver of such party's rights and that those rights or remedies will still be available to such party.
- 11.3 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from these Terms without affecting the rest of these Terms. The remaining provisions of these Terms will continue to be valid and enforceable.
- 11.4 Each party shall keep in confidence all material and information received from the other party and marked as confidential or which should be understood to be confidential, and may not use such material or information for any purposes other than those set out in these Terms. The confidentiality obligation shall, however, not apply to material or information, (a) which is generally available or otherwise public; (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.
- 11.5 The Service may include links to third party sites (i.e. other sites than the Service) and services on the Internet that enable You to interact with sites or services that are owned and controlled by third parties and that are not part of the Service. You must review and agree to the terms and conditions of these sites and services before using these sites or services. You accept and acknowledge that Agilefant has no control over the third party sites or services and assumes no responsibility for the services provided or material created or published on these third party sites or services. A link to a third party site does not imply that Agilefant endorses the site or the products or services referenced in the site.
- 11.6 The rights granted in these Terms may not be assigned or transferred by You without the prior written approval of Agilefant.
- 11.7 Agilefant reserves the right, in its sole discretion, to modify these Terms at any time with ten (10) days prior notice. Agilefant will notify You about such changes by presenting a notification in the Service and/or sending you an email. Your continued use of the Service constitutes Your consent to any changes or modifications in these Terms.
- 11.8 Agilefant may provide these Terms in other languages than English. If there is any conflict or contradiction between the English language version of these Terms and any of its other language versions, then the English language version shall take precedence.
- 11.9 These Terms and Your relationship with Agilefant under these Terms shall be governed by the laws of Finland, excluding its choice of law provisions. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall be finally settled in arbitration in accordance with the Arbitration Rules of the Finland Chamber

of Commerce. The number of arbitrators shall be one. The seat of arbitration shall be Helsinki. The language of the arbitration shall be English.

12. Privacy Policy

- 12.1 The Privacy Policy at <https://www.agilefant.com/data/Agilefant-Privacy-Policy.pdf> governs the use of Your personal data by Agilefant. By accepting these Terms you also warrant that You have reviewed and accepted the Privacy Policy. You agree to review the Privacy Policy periodically as it may change as the Service evolves.
- 12.2 To the extent Agilefant requires or requests You to provide Agilefant with any information (such as Your name, address and email address), You agree to provide truthful and complete information and to keep that information updated.
