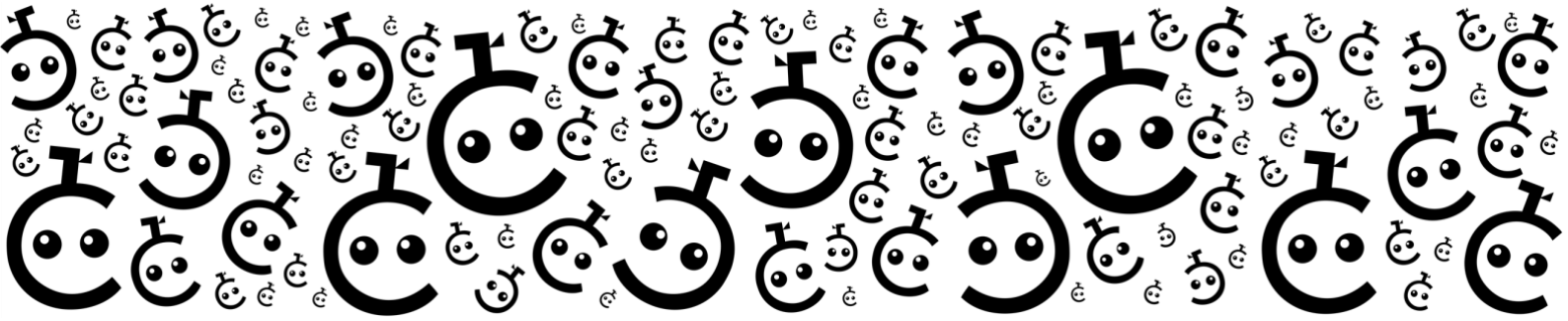


GENERAL CYBERCOACH TERMS AND CONDITIONS

1. LICENSE TO OFFERINGS

- 1.1. **License grant.** Offerings are licensed and not sold. Upon acceptance of an Order, and subject to Customer's compliance with this Agreement, Publisher grants Customer a nonexclusive and limited license to use the ordered Offerings. These licenses are solely for Customer's own use and business purposes and are nontransferable except as expressly permitted under this Agreement or applicable law.
- 1.2. **Duration of licenses.** Licenses granted on a subscription basis expire at the end of the applicable subscription period set forth in the Order, unless renewed. Licenses granted for metered Offerings billed periodically based on usage continue as long as Customer continues to pay for its usage of the Offerings. All other licenses become perpetual upon payment in full.
- 1.3. **End Users.** Customer will control access to and use of the Offerings by End Users and is responsible for any use of the Offerings that does not comply with this Agreement.
- 1.4. **Affiliates.** Customer may order Offerings for use by its Affiliates. If it does, the licenses granted to Customer under this Agreement will apply to such Affiliates, but Customer will have the sole right to enforce this Agreement against Publisher. Customer will remain responsible for all obligations under this Agreement and for its Affiliates' compliance with this Agreement and any applicable Order(s).
- 1.5. **Reservation of Rights.** Publisher reserves all rights not expressly granted in this Agreement. Offerings are protected by copyright and other intellectual property laws and international treaties. No rights will be granted or implied by waiver or estoppel. Rights to access or use Offerings on a device do not give Customer any right to implement Publisher's patents or other intellectual property in the device itself or in any other software or devices.
- 1.6. **Restrictions.** Except as expressly permitted in this Agreement, Documentation or an Order, Customer must not (and is not licensed to):
 1. copy, modify, reverse engineer, decompile, or disassemble any Offering, or attempt to do so;
 2. work around any technical limitations in an Offering or restrictions in Documentation;
 3. use an Offering for any unlawful purpose;



4. distribute, sublicense, rent, lease, or lend any Offerings, in whole or in part, or use them to offer hosting services to a third party.

1.7. **Feedback.** Publisher has the permission to use and publish anonymous Feedback given voluntarily through the Offering as part of any of Publisher's products and services, in whole or in part.

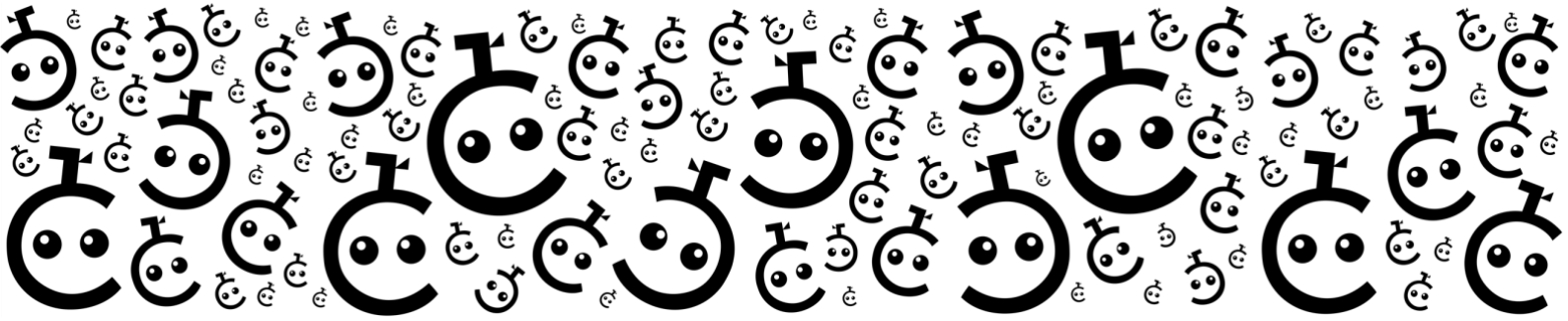
2. PRIVACY

2.1. **Personal Data.** End user usage of the Offering is pseudoanonymous. Users are identified with globally unique identifiers, which only the Customer (not the Publisher) can use to identify natural persons. The intended use of the Offering does not require the Publisher to process identifiable personal data on the behalf of the Customer. Customer consents to the processing of pseudoanonymous Personal Data by Publisher and its Affiliates, and their respective agents and Subcontractors, as provided in this Agreement. Before providing Personal Data to Publisher, Customer will obtain all required consents from third parties (including Customer's contacts, partners, distributors, administrators, and employees) under applicable privacy and Data Protection Laws.

Disclaimer. Publisher will take appropriate security measures to ensure personal data processed by Publisher remains pseudonymous and only identifiable to the Customer. Because personal data is identifiable only to the Customer, Customer is the controller of the Personal Data with responsibilities outlined in 2.2.

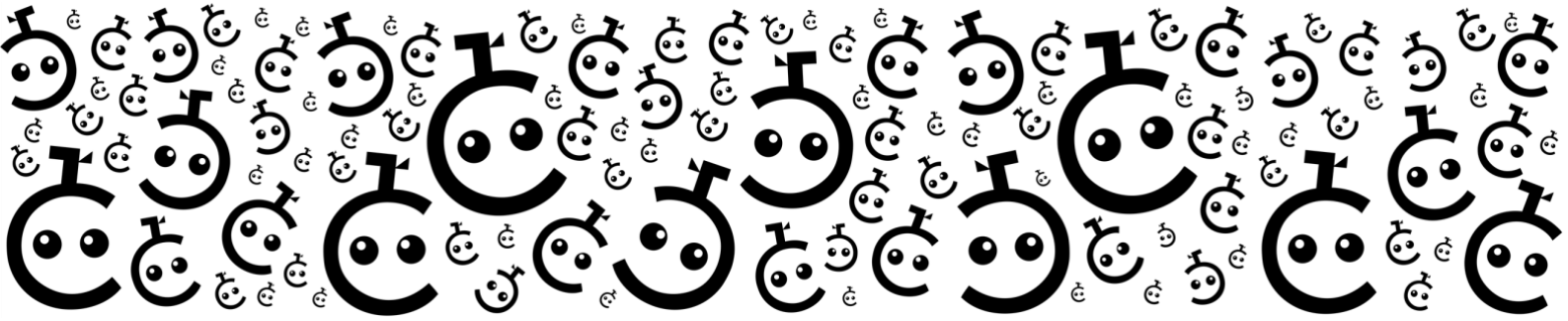
2.2. **Processing of Personal Data; GDPR.** To the extent Publisher is a processor or subprocessor of Personal Data subject to the GDPR, the parties also agree to the following terms in this subsection ("Processing of Personal Data; GDPR"):

a. **Processor and Controller Roles and Responsibilities.** Customer and Publisher agree that Customer is the controller of Personal Data. Publisher is the processor of a subset of pseudoanonymous data. Publisher will process Personal Data only on documented instructions from Customer. In any instance where the GDPR applies and Customer is a processor, Customer warrants to Publisher that Customer's instructions, including appointment of



Processor as a processor or subprocessor, have been authorized by the relevant controller.

- b. **Processing Details.** The parties acknowledge and agree that:
 - i. the subject-matter of the processing is limited to Personal Data within the scope of the GDPR;
 - ii. the duration of the processing will be for the duration of the Customer's right to use the Offering and until all Personal Data is deleted or returned in accordance with Customer instructions or the terms of this Agreement;
 - iii. the nature and purpose of the processing will be to provide the Offering pursuant to this Agreement;
 - iv. the types of Personal Data processed by the Offering include those expressly identified in Article 4 of the GDPR; and
 - v. the categories of data subjects are Customer's representatives and end users, such as employees, contractors, collaborators, and customers, and other data subjects whose Personal Data is contained within any data made available to Publisher by Customer.
- c. **Data Subject Rights; Assistance with Requests.** Customer will be responsible for responding to any such request including, where necessary, by using the functionality of the Offering. Publisher will assist with Customer's responses to data subject requests, to the extent Publisher is able to connect the personal data to an individual with Customer's assistance.
- d. **Use of Subprocessors.** Customer consents to Publisher using the subprocessors listed at the applicable Publisher URL or as otherwise communicated to Customer. Publisher remains responsible for its subprocessors' compliance with the obligations herein. Publisher may update its list of subprocessors from time to time, by providing Customer at least 14 days notice before providing any new subprocessor with access to Personal Data. If Customer does not approve of any such changes, Customer may terminate any subscription for the affected Offering without penalty by providing, prior to expiration of the notice period, written notice of termination that includes an explanation of the grounds for non-approval.
- e. **Records of Processing Activities.** Publisher will maintain all records required by Article 30(2) of the GDPR and, to the extent



applicable to the processing of Personal Data on behalf of Customer, make them available to Customer upon request.

2.3. **Security.** Publisher will take appropriate security measures that are required by Data Protection Laws and in accordance with good industry practice relating to data security.

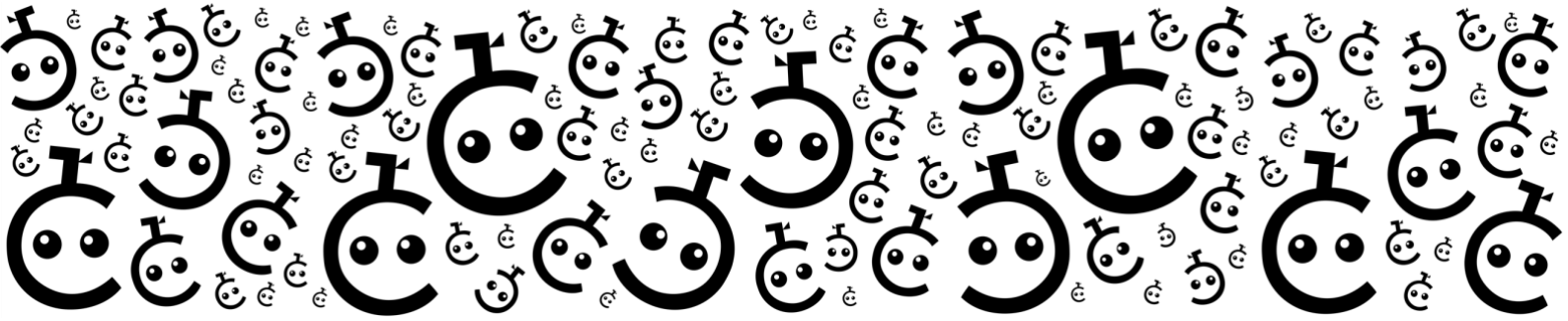
2.4. **Support Data.** Publisher may collect and use Support Data internally to provide technical support for the Offering. Publisher will not use Support Data for any other purpose unless otherwise agreed in writing by the parties.

3. CONFIDENTIALITY

3.1. **Non-Disclosure Agreement.** The parties will treat all confidential information exchanged between the parties under this Agreement in accordance with the separate nondisclosure agreement (“NDA”) executed by the parties. If no separate NDA is in effect, the following provisions apply to the parties’ exchange of confidential information.

3.2. **Confidential Information.** “Confidential Information” is non-public information that is designated “confidential” or that a reasonable person should understand is confidential, including, but not limited to, Customer Data, Support Data, the terms of this Agreement, and Customer’s account authentication credentials. Confidential Information does not include information that: (1) becomes publicly available without a breach of a confidentiality obligation; (2) the receiving party received lawfully from another source without a confidentiality obligation; (3) is independently developed; or (4) is a comment or suggestion volunteered about the other party’s business, products, or services.

3.3. **Protection of Confidential Information.** Each party will take reasonable steps to protect the other’s Confidential Information and will use the other party’s Confidential Information only for purposes of the parties’ business relationship. Neither party will disclose Confidential Information to third parties, except to its Representatives, and then only on a need-to-know basis under nondisclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.



3.4. **Disclosure required by law.** A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

3.5. **Duration of Confidentiality obligation.** These obligations apply: (1) for Customer Data, until it is deleted by Publisher; and (2) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

4. SERVICE LEVEL AGREEMENTS (SLA)

Downtime: Any period of time when end users are unable to initiate or continue conversations with CyberCoach.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

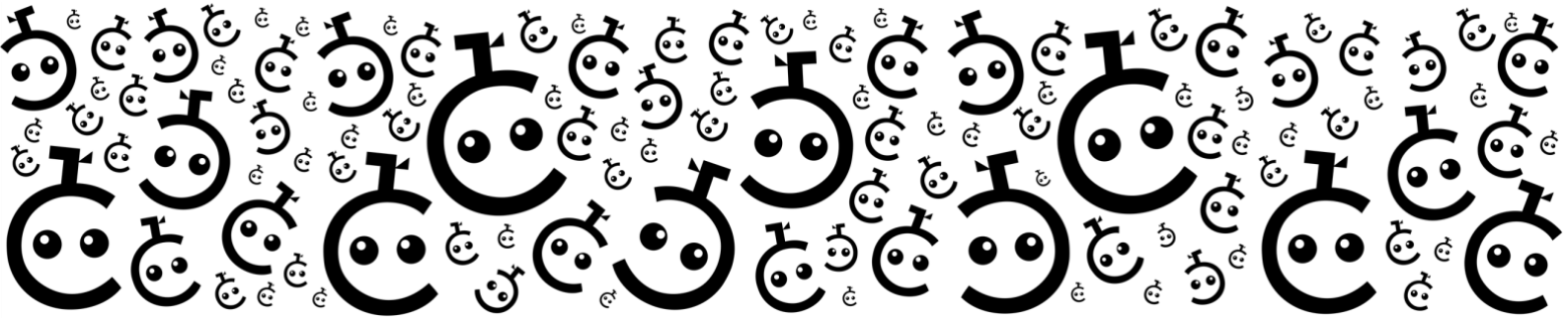
$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

Where Downtime is measured in user-minutes; that is, for each month Downtime is the sum of the length (in minutes) of each incident that occurs during that month multiplied by the number of users impacted by that incident. Credit will be paid only against the actual service(s) that are impacted.

This SLA does not apply to outages caused by any failure of third-party software (e.g. Microsoft, Slack), equipment, or services that are not controlled by CyberCoach.

Service Credit (from billing of affected month):

Monthly Uptime Percentage	Service Credit
< 98%	10%
< 95%	50%



Support:

Standard		
Support Hours	Monday to Friday 8:00 – 17:00 EET (Helsinki, Finland)	
Service Desk Response Time	<u>Major Defect</u> Users are not able to complete mandatory trainings.	Response within 1,5 days
	<u>Minor Defect</u> Individual voluntary trainings are impacted.	Response within 3 days

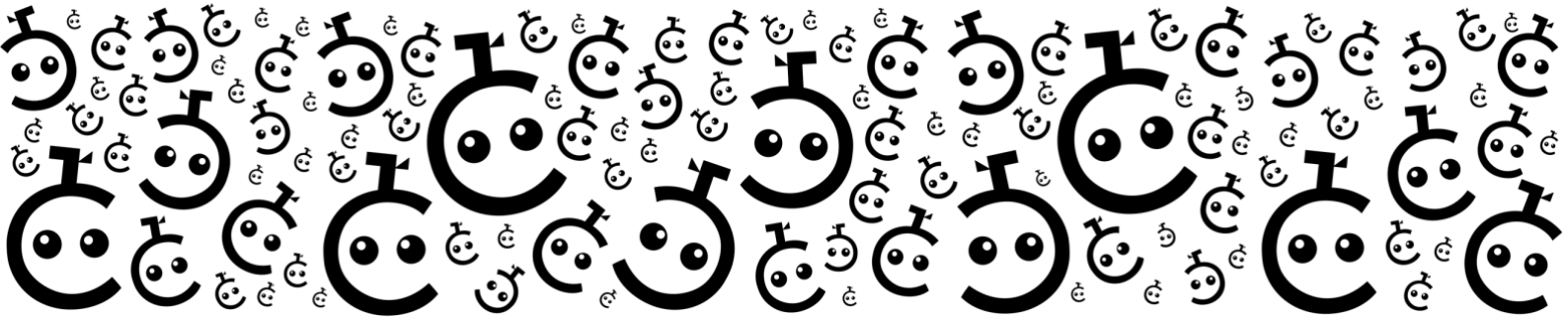
5. VERIFYING COMPLIANCE

Upon request, Publisher will make available to Customer all information necessary to conduct an audit and demonstrate compliance under GDPR provisions for the processing of Personal Data. Customer may request information through a security questionnaire or self-attestation.

6. REPRESENTATION AND WARRANTIES

6.1. Publisher continuously represents and warrants that:

1. it has full rights and authority to enter into, perform under, and grant the rights in, this Agreement;
2. its performance will not violate any agreement or obligation between it and any third party;
3. the Offering will substantially conform to the Documentation;
4. the Offering will not:
 - i. to the best of Publisher’s knowledge, infringe or violate any third party patent, copyright, trademark, trade secret, or other proprietary right; or
 - ii. contain viruses or other malicious code that will degrade or infect any products, services, software, or Customer’s network or systems, and
5. while performing under this Agreement, Publisher will comply with law, including Data Protection Laws and Anti-Corruption Laws, and



will provide training to its employees regarding Anti-Corruption Laws.

Disclaimer. Except as expressly stated in this Agreement, the Offering is provided as is. To the maximum extent permitted by law, Publisher disclaims any and all other warranties (express, implied or statutory, or otherwise) including of merchantability or fitness for a particular purpose, whether arising by a course of dealing, usage or trade practice, or course of performance.

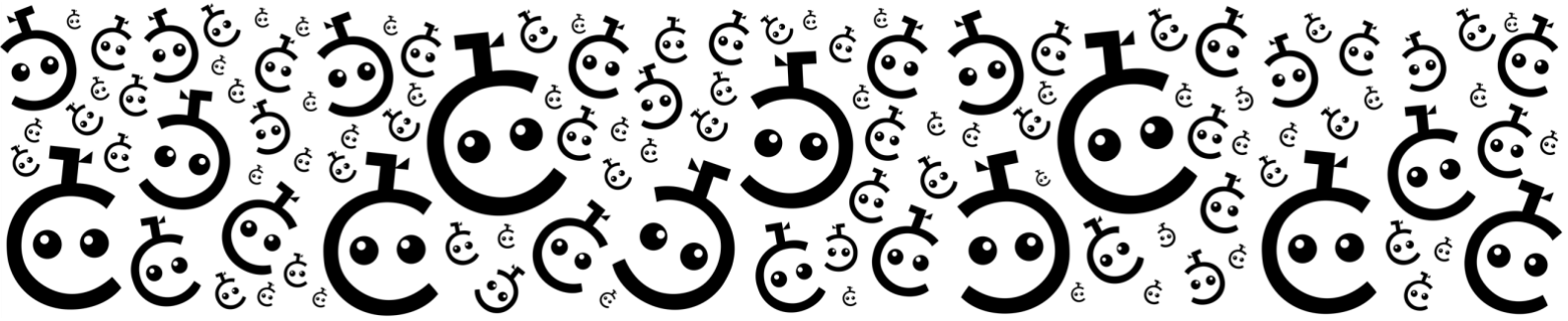
7. LIMITATION OF LIABILITY

For each Offering, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the Offerings during the term of the applicable licenses, subject to the following:

1. **Subscriptions.** For Offerings ordered on a subscription basis, Publisher's maximum liability to Customer for any incident giving rise to a claim will not exceed the amount Customer paid for the Offering during the 12 months.
2. **No Indirect Damages.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or loss of use, loss of profits, or interruption of business, however caused or on any theory of liability.
3. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's: (1) confidentiality obligations under Section 3 (except for liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligation under Section 7; (3) violation of the other party's intellectual property rights; or (4) gross negligence, willful misconduct, or fraud.

8. PRICING AND PAYMENT

When transacting through Microsoft, Microsoft will invoice and charge Customer under the terms of the [Microsoft Commercial Marketplace Terms of Use](#) and applicable Order.

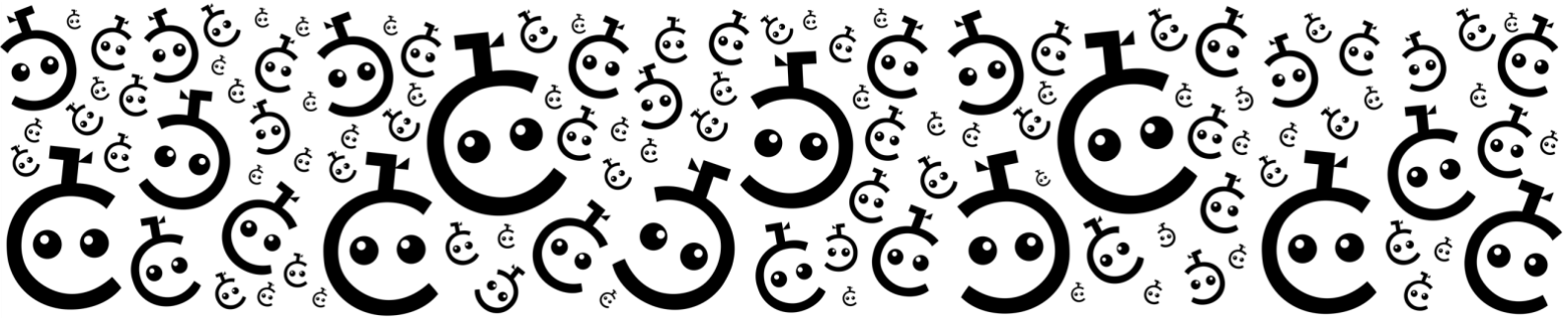


9. TERM AND TERMINATION

- 9.1. **Term.** This Agreement is effective until terminated by a party, as described below. The term for each Order will be set forth therein.
- 9.2. **Termination for cause.** Without limiting other remedies it may have, either party may terminate this Agreement or any Order immediately on notice if (i) the other party materially breaches the Agreement or an Order, and fails to cure the breach within 30 days after receipt of notice of the breach; or (ii) the other party becomes Insolvent. Upon such termination, the following will apply:
1. All licenses granted under this Agreement will terminate immediately except for fully- paid, perpetual licenses.
 2. All amounts due under any unpaid invoices will become due and payable immediately. For metered Offerings billed periodically based on usage, Customer must immediately pay for unpaid usage as of the termination date.
 3. If Publisher is in breach, Customer will receive a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.
- 9.3. **Suspension.** Publisher may suspend use of the Offering without terminating this Agreement during any period of material breach. Publisher will give Customer reasonable notice before suspending the Offering. Suspension will only be to the extent reasonably necessary.
- 9.4. **Survival.** The terms of this Agreement, including the applicable Order, that are likely to require performance, or have application to events that may occur, after the termination or expiration of this Agreement or any Order, will survive termination or expiration, including all indemnity obligations and procedures.

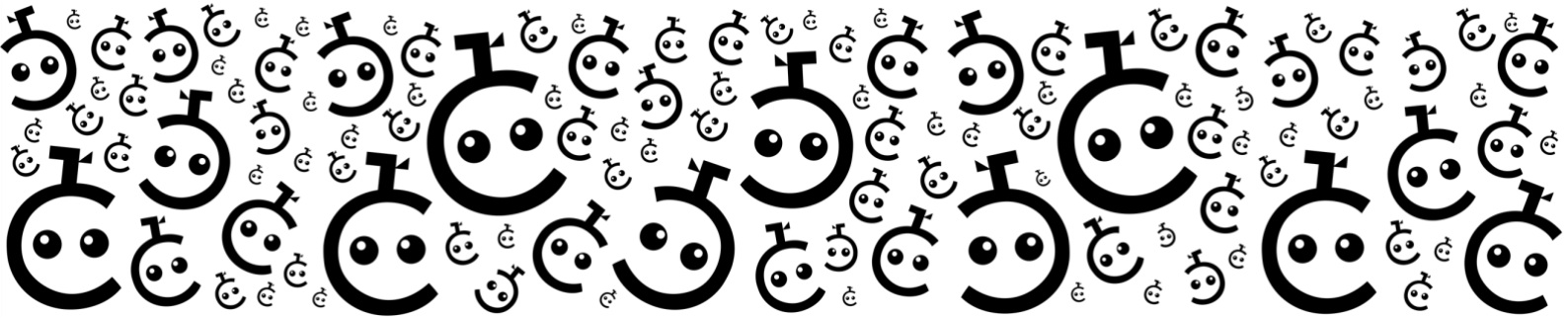
10. MISCELLANEOUS

- 10.1. **Entire Agreement.** This Agreement supersedes all prior and contemporaneous communications, whether written or oral, regarding the subject matter covered in this Agreement. If there is a conflict between any parts of this Agreement, the following order of precedence will apply:
- a. Order;
 - b. this Agreement;
 - c. Service Level Agreement (SLA); and



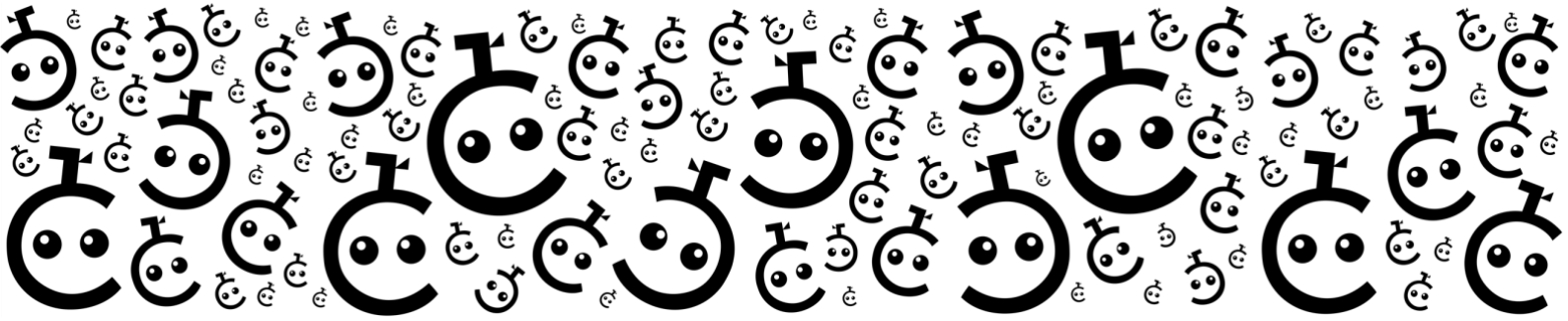
d. Documentation.

- 10.2. **Independent contractors.** The parties are independent contractors. Customer and Publisher each may develop products independently without using the other's Confidential Information.
- 10.3. **Agreement not exclusive.** Customer is free to enter into agreements to license, use, and promote the services of others.
- 10.4. **Amendments.** Unless otherwise agreed in a writing signed by both parties, Publisher will not change the terms of this Agreement, including privacy terms, during the term of this Agreement.
- 10.5. **Assignment.** Either party may assign this Agreement to an Affiliate, but it must notify the other party in writing of the assignment. Customer consents to the assignment to an Affiliate or third party, without prior notice, of any rights Publisher may have under this Agreement to receive payment and enforce Customer's payment obligations, and all assignees may further assign such rights without further consent. Furthermore, either party may assign this Agreement without the consent of the other party in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of such party's assets. Any other proposed assignment of this Agreement must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned Agreement. Any attempted assignment without required approval will be void.
- 10.6. **Severability.** If any part of this Agreement is held to be unenforceable, the rest of the Agreement will remain in full force and effect.
- 10.7. **Waiver.** Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- 10.8. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights except as expressly provided by its terms.
- 10.9. **Notices.** Notices must be in writing and will be treated as delivered on the date received at the address, date shown on the return receipt, email transmission date, or date on the courier or fax confirmation of delivery. Notices to Publisher must be sent to the address stated in the Order. Notices to Customer will be sent to the individual at the address Customer identifies on its account as its contact for notices. Publisher may send



notices and other information to Customer by email or other electronic form.

- 10.10. **Applicable law.** Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination, or validity thereof, shall be finally settled by 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, Finland. The language of the arbitration shall be English. However, evidence may be submitted, and witnesses may be heard in Finnish, to the extent the arbitral tribunal deems it appropriate.
- 10.11. **Order of precedence.** The body of this Agreement will take precedence over any conflicting terms in other documents that are part of this Agreement that are not expressly resolved in those documents. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.
- 10.12. **Government procurement rules.** By accepting this Agreement, Customer represents and warrants that: (1) it has complied and will comply with all applicable government procurement laws and regulations; (2) it is authorized to enter into this Agreement; and (3) this Agreement satisfies all applicable procurement requirements.
- 10.13. **Compliance with laws.** Publisher will comply with all laws and regulations applicable to its provision of the Offerings. Publisher will obtain and maintain any approvals, licenses, filings, or registrations necessary to its performance, and will comply with all law (including law related to export, corruption, money laundering, or any combination of these). Customer must also comply with laws applicable to their use of the Offerings.
- 10.14. **Construction.** Neither party has entered this Agreement in reliance on anything not contained or incorporated in it. This Agreement is in English only. Any translation of this Agreement into another language is for reference only and without legal effect. If a court of competent jurisdiction finds any term of the Agreement unenforceable, the Agreement will be deemed modified as necessary to make it enforceable, and the rest of the Agreement will be fully enforced to affect the parties' intent. Lists of examples following "including", "e.g.", "for example", or the like are interpreted to include "without limitation," unless qualified by words such as "only" or "solely." This Agreement will be interpreted according to its plain meaning without presuming that it should favor either party. Unless stated or context requires otherwise:



- a. all internal references are to this Agreement and its parties;
- b. all monetary amounts are expressed and, if applicable, payable, in U.S. dollars;
- c. URLs are understood to also refer to successors, localizations, and information or resources linked from within websites at those URLs;
- d. a party's choices under this Agreement are in its sole discretion, subject to any implied duty of good faith;
- e. "written" or "in writing" means a paper document only, except where email is expressly authorized;
- f. "days" means calendar days;
- g. "may" means that the applicable party has a right, but not a concomitant duty,
- h. "partner," if used in this Agreement or related documents, is used in its common, marketing sense and does not imply a partnership;
- i. "current" or "currently" means "as of the Effective Date" but "then-current" means the present time when the applicable right is exercised or performance rendered or measured;
- j. "notify" means to give notice under subsection (i) above; and
- k. a writing is "signed" when it has been hand-signed (i.e., with a pen) or signed via an electronic signature service by a duly authorized representative of the signing party.

12. DEFINITIONS

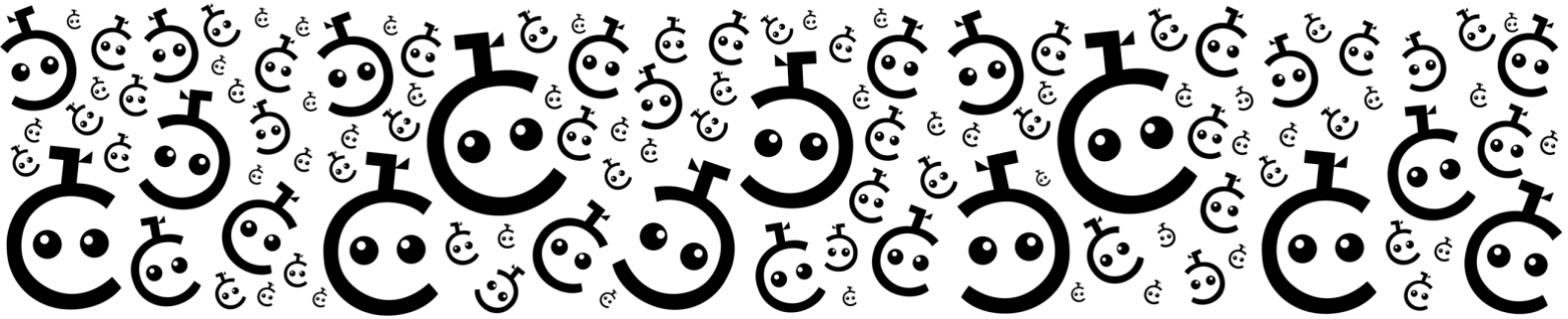
"Affiliate" means any legal entity that controls, is controlled by, or is under common control with a party.

"Anti-Corruption Laws" means all laws against fraud, bribery, corruption, inaccurate books and records, inadequate internal controls, money-laundering, and illegal software, including the U.S. Foreign Corrupt Practices Act.

"Control" means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

"Confidential Information" is defined in the "Confidentiality" section.

"Customer Data" means all data, including all text, sound, software, image or video files that are provided to Publisher or its Affiliates by, or on behalf of, Customer and its Affiliates through use of the Offering. Customer Data does not include Support Data.



“Data Protection Law” means any law applicable to Publisher or Customer, relating to data security, data protection and/or privacy, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing of personal data and the free movement of that data (“GDPR”), and any implementing, derivative or related legislation, rule, regulation, and regulatory guidance, as amended, extended, repealed and replaced, or re-enacted.

“Documentation” means all user manuals, handbooks, training material, requirements, and other written or electronic materials Publisher makes available for, or that result from use of, the Offering.

“End User” means any person Customer permits to use an Offering or access Customer Data.

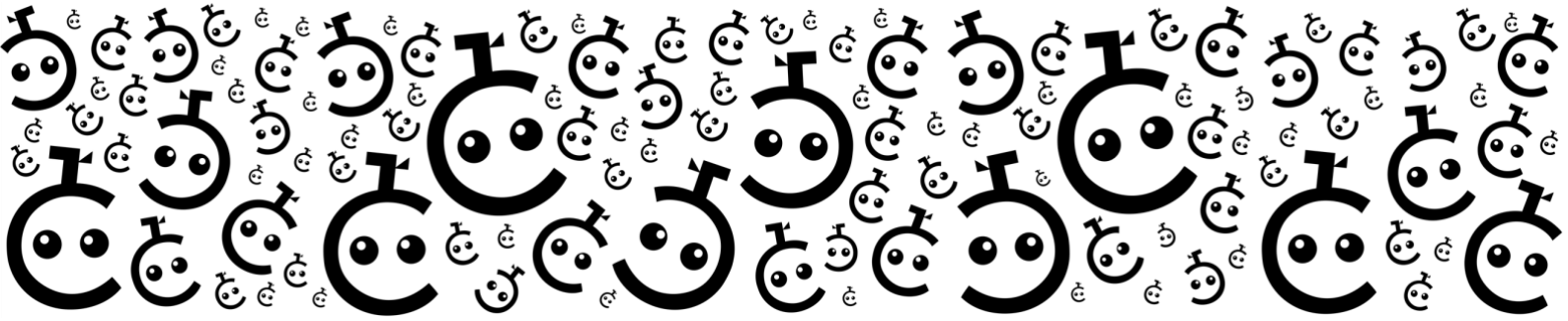
“Feedback” means ideas, suggestions, comments, input, or know-how, in any form, that one party provides to the other in relation to recipient’s Confidential Information, products, or services. Feedback does not include sales forecasts, future release schedules, marketing plans, financial results, and high-level plans (e.g., feature lists) for future products.

“Insolvent” means admitting in writing the inability to pay debts as they mature; making a general assignment for the benefit of creditors; suffering or permitting the appointment of a trustee or receiver for all or any of its (i.e., the non-terminating party’s) assets, unless such appointment is vacated or dismissed within 60 days from the date of appointment; filing (or having filed) any petition as a debtor under any provision of law relating to insolvency, unless such petition and all related proceedings are dismissed within 60 days of such filing; being adjudicated insolvent or bankrupt; having wound up or liquidated; or ceasing to carry on business.

“Offering” means all services, websites (including hosting), solutions, platforms, and products identified in an Order and that Publisher makes available under or in relation to this Agreement, including the software, equipment, technology, and services necessary for Publisher to provide the foregoing. Offering availability may vary by region.

“Order” means an ordering document used to transact the Offering via the Marketplace. “Personal Data” means any information relating to an identified or identifiable natural person. “Representatives” means a party’s employees, Affiliates, contractors, advisors and consultants.

“Pseudonymous” means the processing of personal data in such a manner that the personal data can no longer be attributed to a specific person without the use of additional information not available to the Publisher.



“Subcontractor” means any third party: (1) to whom Publisher delegates its obligations under this Agreement, including a Publisher Affiliate not contracting directly with Customer through an Order; or (2) who, in performing under a contract between it and Publisher or a Publisher Affiliate, stores, collects, transfers or otherwise processes Personal Data (obtained or accessed in connection with performing under this Agreement) or other Customer Confidential Information.

“Support Data” means all data, including all text, sound, video, image files, or software, that are provided to Publisher by or on behalf of Customer (or that Customer authorizes Publisher to obtain from an Offering) through an engagement with Publisher to obtain technical support for the Offering covered under this Agreement.

“Use” means to copy, download, install, run, access, display, use or otherwise interact with.