

HAPPYSIGNALS END-USER LICENSE AGREEMENT (“EULA”)

1 SCOPE

This EULA applies to the use of the HappySignals Service and Documentation (both as defined in Section 2) of HappySignals Oy (“HappySignals”) based on a Subscription (as defined in Section 2) provided to the Customer (as defined in Section 2). By clicking the acceptance of or signing (electronically or manually) this EULA or by integrating or otherwise using the HappySignals Service, the Customer confirms that it has agreed to and it is bound by this EULA. If the Customer has not agreed to this EULA, the Customer is not entitled to use the HappySignals Service or Documentation. HappySignals and the Customer are also hereinafter referred to each as a “Party” and together as the “Parties”.

2 DEFINITIONS

Confidential Information means any and all information of confidential nature disclosed by a Party to the other Party identified as confidential at the time of disclosure or that should be reasonably understood by the Receiving Party as confidential, including, without limitation, software, products, services, documentation, materials, specifications, trade secrets or inventions disclosed by a Party to the other Party, whether in writing, orally, electronically or otherwise.

Customer means the licensee of an ITSM tool with which the HappySignals Service is integrated. Customer is further named in the Order Form.

Customer Data means the data and/or materials the Customer, Users, the Customer’s employees, directors, officers or contractors or any other third parties on the Customer’s behalf may provide to HappySignals, directly or indirectly, or submit to the HappySignals Service.

Documentation means user manuals, release notes, installation notes and other written or electronic documentation related to the HappySignals Service provided to the Customer or included in or accessible through the HappySignals Service.

Employee means each employee, officer or director of the Customer and each employee, officer or director of the Customer’s subcontractors (such as external consultants) who might receive HappySignals Surveys. Customer may use HappySignals also with subsidiary and affiliate companies, if the total employee amount of the Subscription also includes employees of these companies.

HappySignals Service means Software as a Service (SaaS) which enables enterprises to measure end-user experiences across different IT touchpoints, share experience data, identify focus areas, and make data-driven improvements.

Intellectual Property Rights means patents, inventions, trademarks, domain names, rights in know-how, trade secrets, copyrights, database rights, rights related to copyrights, and any other intellectual property rights, whether registered or not, and including without limitation the right to amend and further develop the objects of those rights and the right to assign the rights to third parties, and any applications for the grant of any of the foregoing.

Order Form means a separate binding order entered into by and between the Customer and HappySignals, governing the Subscription granted to the Customer. The Order Form is an integral part of this EULA and it

may be amended from time to time in accordance with the terms of the Order Form.

Subscription means a right granted by HappySignals to the Customer to use the HappySignals Service, as described in the Order Form and this EULA.

User means the Customer’s (i) employees, officers and other representatives such as directors and (ii) subcontractors’ employees and representatives, who use the HappySignals Service only on behalf of and for the benefit of the Customer.

3 TERMS OF USE AND ORDER FORM

3.1 The terms of use of the HappySignals Service are in the Order Form.

3.2 The Customer’s right to use the HappySignals Service is conditional on a binding Order Form being entered into by and between the Customer and HappySignals, payment of the Subscription Fee to HappySignals for the Subscription in accordance with the terms of the Order Form and the Customer’s compliance with this EULA (including but not limited to the Order Form).

3.3 However, even without a Order Form, subject to the Customer’s compliance with this EULA, the Customer is granted a non-exclusive, non-transferable and non-sublicensable right to allow the Users to access and use the HappySignals Service in the Customer’s internal non-production, development or test environment and in other respects in accordance with the Documentation. For the same purpose, the Customer may integrate or have the HappySignals Service integrated with the ITSM tool used by the Customer and allow the Users to use the Documentation.

3.4 The Customer is liable and should ensure that it’s subcontractors and Users do not violate the terms in this EULA.

3.5 Except as explicitly permitted in this EULA or the Order Form, the Customer may not use, copy, sell, resell, rent, transfer, license or otherwise use the HappySignals Service or Documentation to offer services to any third party. Customer may use the HappySignals analytics in co-operation with all vendors and partners.

4 RESTRICTIONS

4.1 Unless otherwise permitted in this EULA, the Customer may not:

- (a) copy or make changes to the HappySignals Service or Documentation;
- (b) circumvent or attempt to circumvent any usage control or anti-copy features of the HappySignals Service or Documentation;
- (c) use the HappySignals Service or Documentation or the content thereof in any manner that could damage, disable, overburden or impair the HappySignals Service or Documentation;
- (d) disassemble, decompile or reverse engineer the HappySignals Service or otherwise attempt to derive the source code of the HappySignals Service; or
- (e) use the HappySignals Service or Documentation in violation of any law or regulation.

5 CONFIDENTIALITY

- 5.1 A Party ("**Receiving Party**") shall not disclose to third parties nor use for any purpose other than to fulfil its duties and to use its rights subject to this EULA any Confidential Information received from the other Party ("**Disclosing Party**") in connection with the EULA without the prior written permission of the Disclosing Party, except that the Receiving Party has the right to disclose Confidential Information to its affiliates and subcontractors provided that such affiliates and subcontractors are bound by confidentiality obligations similar to those contained in this EULA.
- 5.2 This confidentiality obligation shall not apply to information: (a) which is generally available or otherwise public through no breach of this confidentiality obligation; (b) which the Receiving Party has received without a confidentiality obligation from a third party; (c) which was in the possession of the Receiving Party prior to receipt of the same from the Disclosing Party; or (d) which shall be disclosed in accordance with a mandatory judicial order or otherwise mandatorily based on laws or regulations.
- 5.3 The Receiving Party shall use all reasonable efforts to protect Confidential Information of the Disclosing Party from disclosure to third parties and to restrict its use as provided in this EULA. The Receiving Party shall further ensure that its directors, officers, employees, affiliates and subcontractors comply with the confidentiality obligations set out herein.
- 5.4 This confidentiality obligation is in force with respect to each Confidential Information for five (5) years from the disclosure of the Confidential Information in question.
- 5.5 Each Party shall be entitled to use any skills and professional experience learned in the performance under this EULA, provided always that in using such skills and professional experience it does not infringe the other Party's Intellectual Property Rights or breach the confidentiality obligation above in this Section.

6 INTELLECTUAL PROPERTY RIGHTS

- 6.1 Any and all Intellectual Property Rights in and to the HappySignals Service and Documentation, and any modifications, translations, amendments, versions, releases, fixes and derivatives thereof belong to HappySignals and/or its licensors.
- 6.2 If the Customer provides findings regarding the HappySignals Service or Documentation to HappySignals ("**Feedback**"), HappySignals may use the Feedback for any and all purposes, including but not limited to commercial use, and the Feedback may be published and distributed by HappySignals in anonymous form. Such rights of HappySignals are permanent and irrevocable and shall survive the termination or expiration of the Subscription.
- 6.3 The Customer acknowledges and agrees that HappySignals survey questions, used survey factors and IT profiles are HappySignals' sole and exclusive property and based on its intellectual property.

7 CUSTOMER DATA

- 7.1 The Customer warrants that HappySignals and its subcontractors are entitled to store and otherwise

process the Customer Data for the purposes set out in this EULA, including but not limited to the provision of the HappySignals Service.

8 HAPPINESS SCORE™ - BENCHMARK

Subject to applicable data protection legislation, anonymous feedback data given by survey participants as part of the surveys may be collected by HappySignals, and HappySignals may use the data for any and all purposes, including but not limited to commercial use, and the data may be published and distributed by HappySignals. The Customer understands that as the data is anonymous, HappySignals cannot remove such data even upon the termination or expiration of the Subscription and therefore such data can be used by HappySignals during and after the Subscription.

9 DISCLAIMER

- 9.1 HappySignals' liability for errors of the HappySignals Service is limited to HappySignals' reasonable endeavors to attempt to repair the errors as part of HappySignals' support. HappySignals cannot, however, warrant that each and every error can or will be corrected or that errors can be corrected within a certain time period. HappySignals does not warrant that the HappySignals Service will be error-free. Except as set out in this EULA, HappySignals disclaims any and all other warranties and conditions as to the HappySignals Service and Documentation, including but not limited to implied warranties relating to quality, fitness for a particular purpose, or ability to achieve a particular result.

10 LIABILITY

- 10.1 HappySignals' aggregate liability during an annual Subscription is limited to direct damages up to the amount of the net Subscription Fee received by HappySignals for the Subscription for the said annual Subscription.
- 10.2 If there is not any Order Form and the Customer is using the HappySignals Service in the Customer's internal non-production, development or test environment use based on Section 3.3 of this EULA, HappySignals shall not be liable for any kind of damages incurred to the Customer.
- 10.3 HappySignals disclaims liability for any and all indirect, incidental, special and consequential damages, including but not limited to liability for loss of profit, revenue or goodwill, business interruption, punitive damages, cost of cover purchase, loss of data and damages payable to third parties, even if HappySignals has been advised of the possibility of such damages.

11 ANNEXES

The Annexes of this EULA are integral part(s) of this EULA. The Annexes are presented to the Customer before or in connection with the Customer clicking the acceptance of or signing (electronically or manually) this EULA or by otherwise agreeing to this EULA.

Annex A: HappySignals Support Model

Annex B: Security Statement

Annex C: Privacy Policy.

12 TERMINATION

- 12.1 The Service Start Date and Service Term are defined in the Order Form.
- 12.2 If terminated, the Subscription and this EULA expire on the expiry of the last day of the then-current Service Term. Subscription Fees and other costs are non-refundable.
- 12.3 The Ordering Party's termination notice shall be made by a written notice to HappySignals by using the email address: support@happysignals.com. HappySignals' termination notice shall be made with a written notice by email, or in other electronic form.
- 12.4 Upon termination or expiration of the Subscription for whatever reason, the provisions of this EULA relating to Intellectual Property Rights, limitations and disclaimers of liability, and Section "Miscellaneous" shall survive. Also, any other provisions which by their nature or wording contemplate effectiveness beyond the termination or expiration of the Subscription shall survive

13 MISCELLANEOUS

- 13.1 Notices to the Customer related to the EULA may be made in the user interface of the HappySignals Service, or in other electronic form. HappySignals may make changes to the HappySignals Service and Documentation at any time.
- 13.2 In the event of a conflict between the Order Form and the terms and conditions of this EULA, the Order Form shall prevail. In the event of a conflict between this EULA and its Annexes, the terms and conditions of this EULA shall prevail.

- 13.3 The Customer may not assign its rights or obligations related to the EULA to a third party without the prior written consent of HappySignals. HappySignals may assign its rights and obligations related to the EULA to a third party without the consent of the Customer. HappySignals may use subcontractors. HappySignals shall be liable for the work of its subcontractors as for work of its own.
- 13.4 If any provision of the EULA is found to be contrary to law, the other provisions of the EULA will remain in force. The EULA shall be interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law.
- 13.5 Except as otherwise set out in this EULA, no change of the EULA shall be binding unless made in writing and signed by a duly authorized representative of each Party.
- 13.6 This EULA shall be governed by and construed in accordance with the laws of England.
- 13.7 Any dispute, controversy or claim arising out of or relating to this EULA, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the English Courts. The number of arbitrators shall be one, the seat of arbitration shall be in England, and the language of the arbitration shall be English.
- 13.8 Notwithstanding the above, HappySignals is entitled to seek equitable and/or injunctive relief to prevent or stop a violation of the EULA, in any court of law.

Customer Details

Customer Name	
Customer Address	
Country	
Contact Person	
Contact Person Email	

Signatures

Customer	
Signature	
Name	
Date	

Supplier	HappySignals Oy
Signature	
Name	
Date	