



MEDIA POCKET TERMS OF SERVICE

TERMS OF SERVICE

Media Pocket is an online media management service solution provided by Media Tailor Oy for companies and consumers for the purpose of management of media logistics and provision of a media library.

Please read these Terms of Service with due care. By signing or otherwise accepting an Order (e.g. by email) or by accepting these Terms of Service as part of the sign-up procedure of the Media Pocket online platform and online service (the “**Service**”) (e.g. by clicking “I agree”), the customer subscribing to the Service (the “**Customer**”) accepts the terms of this Agreement and will be bound by this Agreement with Media Tailor Oy (Business ID: 2682268-9) (“**Media Tailor**”). These Terms of Service and the Order (if applicable) (the Terms of Service and the Order together the “**Agreement**”) govern the use of the Service provided by Media Tailor and ordered by the Customer from Media Tailor. If there is any discrepancy between the Order and these Terms of Service, the Order shall prevail.

By finalizing the subscription to the Service, you hereby warrant to have the required authority to subscribe to the Service on behalf of the Customer and commit to the Service Fees on behalf of the Customer.

The Customer and Media Tailor shall hereinafter be individually referred to as the “**Party**” and together as the “**Parties**”.

1 Definitions

“**Order**” shall mean an executed written, oral or electronic order or offer for the subscription of the Service, including orders made on Media Tailor’s website (www.mediapocket.io) or per email or by using an order form provided by Media Tailor.

“**Price List**” shall mean the price list available at each time on Media Tailor’s (www.mediapocket.io) website, unless agreed otherwise in writing by the Parties.

“**Service Fees**” shall mean the fees charged by Media Tailor from time to time from the Customer during the term of this Agreement for the Service as agreed between Media Tailor and the Customer in the Order or otherwise.

“**Service Tier**” shall mean the different tiers of the Service that the Customer can subscribe to as set out in the at each time applicable Service Description and Price List.

“**User**” shall mean any authorized user of the Service to whom Customer has granted the right to access the Service.

2 Right to use the Service

Subject to due payment of the Service Fees agreed between the Parties as well as compliance with the terms



MEDIA POCKET TERMS OF SERVICE

agreed in this Agreement, Media Tailor grants and the Customer hereby accepts a limited, non-exclusive, non-transferable, and non-sublicensable right to use the Service during the term of this Agreement for the purposes set out herein.

3 Restrictions of Use

The Customer and the Users may use the Service only and strictly in accordance with the terms of this Agreement and only for the purposes set out herein.

Unless otherwise permitted in this Agreement, the Customer and the Users may not:

- (a) circumvent or attempt to circumvent any usage control or anti-copy features of the Service;
- (b) probe, scan or test the vulnerability of the Service;
- (c) use the Service or the content available through the Service in any manner that could damage, disable, overburden or impair the Service;
- (d) use any data mining, robots, scraping, or similar data gathering or extraction methods;
- (e) use, sell, rent, transfer, license or otherwise provide anybody with the Service and/or the content available through the Service, except as provided herein;
- (f) reverse engineer or decompile the Service or access the source code thereof, except as permitted by law;
- (g) use the Service in violation of applicable law;
- (h) use the Service in ways that violate intellectual property rights, trade secrets or privacy of third parties;
- (i) use the Service for unauthorized, inappropriate or unethical purposes or activities; or
- (j) use the Service to transmit any material that contains adware, malware, spyware, software viruses, worms or any other computer code designed to interrupt, destroy, or limit the functionality of computer software or equipment.

4 Service

The Service and the functionalities thereof are described in the service description available at each time on Media Tailor's website (www.mediapocket.io) (the "**Service Description**"), unless agreed otherwise in writing by the Parties.

Media Tailor may make modifications or changes to the Service at any time at its sole discretion and without notifying the Customer thereof, provided that such changes do not materially affect the Customer or the Customer's use of the Service. If Media Tailor introduces changes materially affecting the Service, Media Tailor will notify the Customer thereof in advance and the Customer is entitled to terminate this Agreement and the subscription of the Service in case the Customer does not accept the changes.

5 Third Party Services

Certain functionalities of the Service, such as analytics, cloud-based services and customer service may be provided by third-party service providers.



MEDIA POCKET TERMS OF SERVICE

Media Tailor shall not be liable to the Customer for any direct or indirect damages arising from Customer's use of third-party services save for the indemnification for intellectual property right infringements set out in Section 12 below. In addition, Media Tailor shall not be liable for interruptions to the availability of the services provided by third parties.

This Agreement covers exclusively the Service and the use thereof and any and all linked third-party services and platforms are provided by the relevant third parties and covered by their terms of service or other agreement or licenses. Media Tailor does not assume any liability in regard to use of such third-party services and platforms, whether or not they are linked to the Service.

6 General Obligations of the Customer

The Customer is responsible for preparing the Customer's hardware, connections, software and data systems to meet the operating environment of the Service and for ensuring that the Service fulfils the Customer's intended purpose of use. The use of the Service requires a functioning connectivity to internet.

The Customer is responsible for all data and content the Customer or any User enters into the Service and the validity and accuracy thereof.

The Customer shall ensure that Users use the Service in compliance with this Agreement. Misuse of the Service by the Customer or any User may lead to termination of the Agreement or suspension or denial of access to the Service.

7 Subscription model

The functionalities of the Service become available to the Customer through subscription to the Service and after the payment of the applicable Service Fee. The Service Fee is separately agreed on between the Parties before the conclusion of this Agreement and before the Customer is granted access to the Service. Unless separately agreed between the Parties or explicitly mentioned in the Service Description, the Customer is not entitled to receive, inter alia, customer support services, consultation services or integration or implementation services. In case such services are included in Media Tailor's service offering, Media Tailor shall have the right to collect the applicable fees and charges relating to these services and shall provide such services in accordance with the Service Description.

The Customer acknowledges that the Service Fee for the Service may vary as per the amount of Users per month and/or the data storage and/or traffic size in use per month. The Service is priced based on Service Tiers. The Customer must choose a Service Tier where all its User amounts, upload/download data traffic and media library data amounts fall below the listed maximum limits. The Customer may upgrade its Service Tier at any time during the term of this Agreement provided that the Customer agrees to pay the additional fees incurred due to the upgrade. Media Tailor shall charge any applicable Subscription Fee from the Customer resulting from such upgrade. In case a downgrade of the Service Tier is made during the Initial Period, it shall enter into force after the expiry of the Initial Period. In case a downgrade is made after the Initial Period, the downgrade shall enter into force three (3) months after written notice was made thereof to Media Tailor.

8 Payment of the Service Fee

The Customer shall pay the Service Fee according to one of the payment options (credit card or invoice) below.

Payment by credit card

Payment of the Service Fee shall be conducted with a valid credit card by submitting the relevant credit card information, as required in the Service, in connection with the subscription. If a payment cannot be charged successfully, due to e.g. expiration of the registered credit card or insufficient funds and the Customer does not



MEDIA POCKET TERMS OF SERVICE

provide Media Tailor with valid credit card information, Media Tailor has the right to suspend the Customer's access to the Service until valid credit card information has been provided by the Customer.

The applicable Service Fee for the Service will be charged from the Customer's credit card. The date of the charging shall be the date of the commencement of the subscription of the Service and after the Initial Period monthly in advance. In some cases, the payment day may change, for example if it has not been possible to charge the Customer's Service Fee due to insufficient funds.

Payment by invoices

Payment shall be made by the Customer in full against invoices issued by Media Tailor. Media Tailor shall invoice the agreed Service Fees in advance of the Initial Period and monthly in advance thereafter. The payment term is 14 days net from the date of invoice. Notices relating to invoices or payments hereunder shall be given in writing within seven (7) days from the date of receipt of the relevant invoice.

General payment terms

All prices are exclusive of VAT and any other applicable taxes or fees/payment charges imposed by public authorities or financial institutions from time to time. Such taxes and fees shall be added to the prices and be borne by the Customer.

Interest on overdue payments shall accrue according to the Finnish Interest Act. The Customer shall be responsible for the reasonable costs incurred by Media Tailor when collecting overdue fees.

Without prejudice to its other rights, Media Tailor may temporarily disable the Customer's and all Users' access to the Service in the event the Customer has overdue payments in excess of 14 days.

Without prejudice to its other rights, Media Tailor may permanently disable the Customer's and all Users' access to the Service in the event the Customer has overdue payments in excess of 30 days.

All payments made in accordance with this Agreement are non-refundable.

9 Authorized Users

In connection with the subscription, the Customer is granted an administration account with a username and a password. The named administrator is entitled to invite the number of individuals specified in the Order or included in the Service Tier subscribed to by the Customer as administrators or as regular Users by sending an access link to their email addresses. The named administrator also has the right to remove User rights. Only individuals authorized by the Customer's administrator or invited by a User who is an employee of the Customer are allowed to access and use the Service. The Customer is entitled to invite administrators exclusively from the Customer's own organization. The administrator rights are personal and they may not be modified, shared or assigned to any party, not even within the Customer's own organization. The Customer is entitled to invite regular Users from outside the Customer's own organization only if such User is involved in a project that is managed through the Service. All User rights are personal and the Customer shall ensure that they are not modified, shared or assigned to another User or another party.

Unauthorized use of the Service is strictly prohibited. The Customer shall be responsible and liable for any (authorized and/or unauthorized) use of the Service or any data or content therein conducted with (i) any

usernames and/or passwords given to the Customer and/or (ii) access provided by the Customer itself or Users, including liability for any damages.

The Customer shall use all reasonable efforts to prevent unauthorized access to, or use of, the Service. In the event of or if the Customer has reason to suspect any unauthorized access or use of the Service, or if any



MEDIA POCKET TERMS OF SERVICE

password has been revealed to a third party, the Customer shall promptly notify Media Tailor.

The Customer shall remove and manage the access rights to the Service when necessary, such as in case of termination of employment of a User.

10 Customer and account data and Customer materials

In connection with the use of the Service the Customer and/or Users may enter various data and materials, including without limitation videos, still images, photographs, graphics, music and texts, into the Service ("**Customer Data**").

The Customer shall have the right to delete the Customer Data from the Service at any time. The intellectual property rights and title to the Customer Data shall belong to the Customer or a User (or a third party that has authorized the Customer or a User to process the Customer Data in question) and the Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data created and/or submitted by Users.

However, the Customer hereby grants Media Tailor the right to store and use Customer Data submitted by the Customer or a User to the Service for Media Tailor's internal purposes and Media Tailor shall have the right to use such Customer Data for e.g. updating and developing the Service and Media Tailor's software. Media Tailor shall not publish or disclose to third parties (other than the Customer or Users) any Customer Data without the Customer's express prior consent.

The Customer shall ensure that Customer Data do not infringe any third-party intellectual property rights or violate any applicable laws or legislation. The Customer and the Users shall not upload any illegal, offensive, threatening, libelous, defamatory, or otherwise inappropriate data, materials or content to the Service. Media Tailor shall have the right, but shall not be obliged to, monitor Customer Data in order to ensure compliance with the terms of this Agreement. In case Media Tailor believes, in its reasonable opinion, that any Customer Data violate this Agreement, intellectual property rights or any applicable law, Media Tailor shall have the right to delete such content.

Media Tailor may collect and process data, including personal data, in relation to the Customer's subscription and the Customer's and the Users' use of the Service, such as contact details and identification data of the Customer and the Users. Media Tailor processes personal data in accordance with its Privacy Policy in force from time to time.

11 Intellectual Property Rights related to the Service

All right, title and interest in and to all copyright, patent, trademark, design right, database protection right, and any other form of statutory protection of any kind (whether registered or unregistered) and applications for any of the foregoing respectively as well as any know-how, inventions, and trade secrets in or related to the Service and thereto related documentation (including modifications, if any) and all parts and copies thereof shall remain exclusively vested with and be the sole and exclusive property of Media Tailor and/or its subcontractors or licensors.

Except as expressly stated herein, this Agreement does not grant the Customer any intellectual property rights in the Service and all rights not expressly granted hereunder are reserved by Media Tailor and its subcontractors or licensors, as the case may be.

12 Intellectual Property Right Indemnification

Media Tailor will defend the Customer against any claim that the Service infringes the intellectual property



MEDIA POCKET TERMS OF SERVICE

rights of a third party and pay any damages finally settled or awarded in a trial to the third party with respect to any such claim, provided that Media Tailor is notified promptly in writing of the claim and given sole control of the

defense and all related settlement negotiations in relation to the claim as well as reasonable assistance and necessary authorizations from the Customer to defend or settle the claims on behalf of the Customer.

At any time, if Media Tailor reasonably deems that any part of the Service infringes the intellectual property rights of any third party, Media Tailor has the right at its own expense to (i) modify/replace the Service to eliminate the infringement in such a manner that the modified Service complies with this Agreement, or (ii) procure to the Customer a right to use the Service. If none of the aforementioned alternatives are reasonably possible, Media Tailor shall have the right to terminate this Agreement and Media Tailor shall refund to the Customer the prices paid for the Service by the Customer less the price corresponding the time the Customer has been able to use the Service in accordance with this Agreement.

Media Tailor shall, however, not be liable for any infringement or claim thereof in the event the claim (i) is made by any affiliates of the Customer; (ii) has resulted from the Customer's or the Customer's supplier's or a User's use or modification of or addition to the Service; or (iii) could have been avoided by using the latest version of the Service provided by Media Tailor.

This Section contains Media Tailor's entire liability and the Customer's sole and exclusive remedy in case of intellectual property rights infringements.

13 Interfaces and integration tools

For the avoidance of doubt, all interfaces and integration tools relating to the Service are provided on an "as is" basis. Media Tailor may provide the Customer with such interfaces and integration tools as developed and implemented by Media Tailor from time to time. The Customer acknowledges that some interfaces or integration tools may be provided by third parties and/or may have connections or links to third party service providers' software or systems. Media Tailor shall not, under any circumstances, be liable for the actions of such third parties or the parts of the interfaces or integration tools which are delivered, maintained or owned by third parties.

14 Availability

Media Tailor will strive to have the Service available for the Customer's use 24 hours a day and seven (7) days a week ("Service Hours") during the term of this Agreement.

Notwithstanding the above mentioned, Media Tailor shall have the right to temporarily suspend the provision of the Service during the Service Hours in accordance with the following, without any obligation to compensate any damages or service level failures to the Customer:

Media Tailor shall have the right to suspend the availability of the Service for a reasonable duration, if this is necessary in order to perform installation, change or maintenance work in respect of the Service. If Media Tailor suspends the Service for this reason, Media Tailor strives to inform the Customer of the suspension and the estimated duration of the suspension in advance and strives to minimize any inconvenience resulting from the suspension.

Media Tailor shall have the right to suspend the availability of the Service due to installation, change or maintenance work or due to severe data security risk to the Service or if required by law or public authorities. If Media Tailor suspends the Service for this reason, it shall inform the Customer of the suspension and the duration of the estimated suspension in advance or, if this is not reasonably possible, without undue delay after

Media Tailor has become aware of such occurrence.



MEDIA POCKET TERMS OF SERVICE

Media Tailor shall have the right to deny the Customer and/or Users access to the Service without any prior notice to the Customer or Users, if Media Tailor suspects that the Customer or User(s) burdens or uses the

Service in a manner which may jeopardize the availability of the Service to other users. Media Tailor shall without undue delay inform the Customer of the reasons for such denial.

The Customer acknowledges that interruptions to the availability of the Service may also occur due to no fault of Media Tailor, for example, in the event of data connection disruptions or interruptions to the availability of systems or components delivered by third parties, such as analytics, cloud-based services and customer service.

15 Limitation of liability

Media Tailor shall not be liable for any indirect or consequential damages. Media Tailor's total aggregate liability under or in connection with this Agreement shall be limited to the aggregate Service Fees paid by the Customer for the Service for the last six (6) months preceding the occurrence for which damages are claimed.

Nothing contained herein shall be deemed to limit Media Tailor 's liability towards the Customer in the event of and to the extent that the damages are caused by wilful misconduct or gross negligence of Media Tailor.

Media Tailor has no other obligations or liabilities than those that have expressly been agreed upon in this Agreement.

16 Warranty

Except as specifically provided under this Agreement, the Service is provided "as is" and with the functionalities available at each time without warranty of any kind, either express or implied, including but not limited to the warranties of merchantability and fitness for a particular purpose.

17 Term and Termination of the Agreement

This Agreement shall enter into force immediately after the Customer has finalized the subscription to the Service and accepted this Agreement as part of the subscription procedure.

Unless otherwise agreed in the Order, this Agreement shall stay in effect for an initial subscription period of twelve (12) months ("**Initial Period**") after which it shall continue automatically until further notice. After the Initial Period, the Customer may terminate the subscription of the Service and thus this Agreement at any time with three (3) months' notice. The Customer shall continue to have access to the Service and Media Tailor is entitled to charge the Service Fee until the end of the notice period.

For the avoidance of doubt, the subscription shall continue automatically after the Initial Period until the Customer terminates the subscription.

Both Parties may terminate this Agreement with immediate effect in case of a material breach of this Agreement by the other Party provided that such material breach has not been remedied within 30 days from written notice.

After the subscription (and this Agreement) has been terminated for any reason, the Customer and all Users shall lose their access rights to the Service as soon as the notice period has ended and no Customer Data nor content created by the Customer or any Users shall no longer be visible in or accessible through the Service. Such Customer Data or content may, however, persist in the Service and copies thereof may persist in back-up copies of the Service. The Customer is responsible for downloading/saving any Customer related content,

including Customer Data, it may wish to keep prior to the termination of this Agreement.



MEDIA POCKET TERMS OF SERVICE

Upon termination of the subscription (and this Agreement) for any reason, Media Tailor shall not be obliged to refund any payments effected in accordance with this Agreement.

All provisions of this Agreement that are intended to survive the termination or expiry of this Agreement shall do so.

18 Miscellaneous

18.1 Governing Law

This Agreement shall be exclusively governed by and construed in accordance with the laws of Finland without regard to its choice of law provisions.

18.2 Dispute Resolution

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 (1). The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be English. The arbitral proceedings and award shall be confidential.

Nothing in this Agreement shall be deemed to limit the Parties' rights to seek interim injunctive relief or to enforce an arbitration award in any court of law. With respect to any violation by the Customer of any intellectual property rights and/or confidential information of Media Tailor and/or payment obligations under this Agreement, Media Tailor shall have the right, at its sole discretion, to seek remedies in public courts within any applicable territory.

18.3 Force Majeure

Neither Party shall be liable for delay or damage caused by an impediment beyond the Party's control and which the Party could not have reasonably taken into account at the time of conclusion of this Agreement and the consequences of which the Party could not reasonably have avoided or overcome. Such force majeure events shall include, if not proven otherwise, inter alia, war or insurrection, earthquake, flood or other similar natural catastrophe, interruptions in general traffic, data communication or supply of electricity, import or export embargo, strike, lockout, boycott or other similar industrial action. A strike, lockout, boycott and other similar industrial action shall also be considered, if not proven otherwise, a force majeure event when the Party concerned is the target or a party to such an action.

Each Party shall without delay inform the other Party in writing of a force majeure event and the ceasing of such event.

18.4 Confidentiality

Neither Party shall disclose to third parties any material or information received from the other Party and marked as confidential or which should be understood to be confidential, and shall not use such material or information for any other purposes than those stated in this Agreement.

The confidentiality obligation shall, however, not be applied to material and information, (a) which is generally available or otherwise public; or (b) which the Party has received from a third party without any obligation of confidentiality; or (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; or (d) which a Party has independently

developed without using material or information received from the other Party.



MEDIA POCKET TERMS OF SERVICE

18.5 Amendments

Media Tailor is entitled to amend this Agreement at any time by providing the Customer with a notice regarding the amendment of the Agreement prior to the new Agreement becoming effective. When the Agreement has been amended in a manner harmful to the Customer, the Customer shall have the right to within 30 days from receiving the notice to terminate the Agreement immediately without regard to the termination period.

18.6 Reference Use

Media Tailor shall be entitled to use the business relationship between Media Tailor and the Customer (including the Customer's subscription of the Service) as a reference provided that the Customer has not explicitly denied such reference use.

18.7 Notices

Any notice to be given by a Party under this Agreement shall be sent by email to a contact person indicated by the other Party.

In case of changes to the contact details of a Party, the other Party shall be informed thereof without delay.

As to changes or amendments made to the Agreement by Media Tailor, Media Tailor may make notice of the change or amendment by making the changed information and documents available in the Service. The same shall apply to notices regarding modifications and changes to the Service which materially affect the Service.

A notice sent by email shall be deemed received the following day after it was sent. A notice made available in the Service shall be deemed received the following day it was made available.

18.8 Severability

If any part of this Agreement is held to be invalid or unenforceable by any court, tribunal or other authority having jurisdiction, this shall not affect the validity or enforceability of the rest of this Agreement. Instead, this Agreement shall be construed and interpreted so that its effect shall remain as close as legally possible to the effect it would have had without such invalidity or unenforceability.

18.9 Assignment

Neither Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party. Both Parties may, however, assign all or any of its rights or obligations hereunder in whole or part to an affiliate or successor or to a purchaser or acquirer of its business assets without Customer's prior consent.