

Terms of Service for the Sopima Online Contract Bank

February 2010

Sopima Online Contract Bank

Sopima Online Contract Bank is a service that enables a new approach to the contract creation, contract negotiations, and contract management along the entire contract lifecycle.

Scope of this agreement

This is an agreement (“Agreement”) between you (“Customer”, “User” “you” or “your”) and Sopima Corp., (“Sopima, “we,” “us” or “our”). The terms and conditions of this Agreement apply to your access and use of the Sopima Online Contract Bank (“Service”), including any websites, forums, technology, information, materials and updates that Sopima makes available to you as part of, or in connection with the Service. This Agreement constitutes the whole agreement between Sopima and you for the Service. By accessing or using the Service, you accept the terms and conditions of this Agreement. If you do not accept them, you are not allowed to use the service.

Definitions

1. “Customer” refers to the legal entity or organization that is using the Service provided by Sopima and has accepted this Agreement upon registration of its Account.
2. “Account” or “Customer Account” is the basic container for all information within Sopima, typically each Customer has one Account and each Account can have several Users.
3. “Account Data” or “Customer Data” means any and all data that the Users of an Account upload to, generate or process using the Service.
4. “User” is a person in the Customer organization who has a User Account and has access to Customer Data.
5. “User Seat” or “User Account” is a set of credentials given to a User to access Account Data. Each User has at least one User Seat. User Seats are the primary pricing element in Sopima.
6. “User type” defines the technical features that are available to a User Seat. User Types are used to control features available to the User. All Account Users are authorized by the Customer.
 - a. “Master User” means an administrator of the Customer Account. Each Account has a minimum of one Master User. Master User is a person with power of managing the Customer Account on behalf of the Customer by adding and removing User Seats or terminating the Account.
 - b. “Professional User” is a User who can manage Account Data and share access rights to Business Users and Read Users.
 - c. “Business User” is a User who can manage Account Data with limitations.
 - d. “Read User” is a User who can only search and read Account Data stored in the Service.
7. “User Support” means the services by which Sopima may provide assistance to Users to resolve problems with the Service.
8. “Subscription Agreement” is an agreement made between Sopima and the Customer, represented by Master User defining the current subscription price for the Account. A new Subscription Agreement is always created when chargeable User Seats or Add-on services are added or removed within an Account.

9. "Add-on services" are additional features, services, capacity or support that the Customer may choose to expand the basic Sopima Service.

Rights to use the Service

The Customer, User and persons with User Seats are granted a limited, revocable, non-exclusive and non-transferable license to use the Service in accordance with the terms and conditions of this Agreement, as amended from time to time.

Security and Privacy

A detailed current version of the Sopima Security and Privacy documentation is available at site www.sopima.com ("Privacy Policy"). The Privacy Policy, as amended from time to time, is incorporated into this Agreement by reference thereto. Questions on the Privacy Policy can be sent to privacy@sopima.com.

Information Security Management

The information security management of Sopima is a set of activities that relate to the protection of Customer Data and information infrastructure against the risks of loss, misuse, disclosure or damage. Sopima has defined controls and actions that are needed to ensure that it is sensibly managing these risks. The risks are assessed by identifying threats, their likelihood and impact and creating security controls to bring risks down to acceptable level. This enables Sopima to protect Customer Data and give confidence to any interested parties, especially our Customers and Users. The goal of information security management of Sopima is to ensure the following;

- Ensure that the internal and external controls of Sopima meet security, privacy and business continuity requirements.
- Ensure that applicable laws and regulations are followed.
- Ensure that contractual requirements to partners comply with established security requirements.
- Verify that organizational risks are properly identified, assessed and managed.

Privacy Policy

The Privacy Policy of Sopima is in compliance with the Finnish Personal Data Act (523/99) 10, 24 §. Sopima is committed to protect the privacy of companies and persons using the Service. Sopima will keep all Customer Data confidential and will not access or use any Customer Data, except Account and User registering and billing information, in any case or purpose. No Customer data will be given to third parties, save for if required to do so under mandatory law provisions or to enforce the terms provided in this Agreement.

Sopima reserves the right to use the name of the Customer for marketing purposes, unless denied by the Customer in written. Sopima also reserves the right to use anonymous statistical information on Customer and User amounts for service improvement and marketing purposes.

Prices

Registration of a Customer Account is free, but continued use of the Account is priced according to the number of User Seats and Add-on services used within that Account. The chargeable services provided by Sopima are listed in the current price list available www.sopima.com.

All prices are subject to change. If the prices change Sopima shall give the User at least 30 days' notice. The notice may be provided on the Sopima website www.sopima.com, by email or by posting on the Service.

Payment and taxes

The use of the chargeable services provided by Sopima shall be paid in advance by credit card or invoiced electronic payment (“Invoice”). Charges shall be defined and accepted on the Subscription Agreement created by the Master User when adding or reducing the number of User Seats, or ordering Add-on services to the Customer Account.

Credit card payment for the Service is debited at the beginning of each subscription period as agreed by the Master User on the Subscription Agreement. In connection with the first chargeable service ordered, Sopima and its credit card service provider shall be authorized to process such payments until the Customer Account is terminated.

Credit card information required to process the payment(s) shall be retained only by a trusted credit card service provider accepted by the Master User in the Subscription Agreement. Sopima shall keep no records of credit card information.

Invoice payment is available only for accounts which have a main billing address located within a country belonging to the Single Euro Payments Area (SEPA) and according to the rules and conditions created to govern this payment process.

The User is responsible for creation of the Invoice through the Service and payment of the Invoice through electronic banking methods. If payment is not received, as a result of an invalid credit card or non-payment of the Invoice, Sopima may deem it necessary to terminate the Service. If the User wishes to reopen the Service, the total subscription balance plus possible penalty fees shall be due immediately and must be paid before the Service is reopened.

If the Customer reduces the amount of User Seats within the Account and has already paid fees for a subscription period with a larger number of seats, there is no refund for the remaining days of the subscription period. The resulting decrease in the total subscription cost for an account shall take effect at the beginning of the following subscription period after changes to the Service have been entered by the User.

As a general rule all payments are non-refundable. No refunds are available for partial months of service, downgrades or months of inactivity or partial use of available User Seats, except in cases where the availability of the Service has been significantly restricted for reasons solely attributable to Sopima. In such cases any refunds are defined in a separate Service Level Agreement (“SLA”) made between Sopima and the Customer. If no separate SLA exists between Sopima and the Customer, Sopima has the sole discretion to offer a refund to the User.

Prices are exclusive of all taxes, levies or duties imposed by the taxing authorities, and the User shall be responsible for payment of such taxes, levies or duties except for the value added tax (VAT) when applicable. VAT shall be automatically added to prices.

Obligations and Liabilities of the Customer

User restrictions and Customer warrants

In order to use Services provided by Sopima the following restrictions on Users shall apply:

1. The Customer agrees to cause that all Users are natural persons of legal age, acting for her/himself or for a legal entity; an account registered by automated means shall not be accepted.
2. The Customer agrees to cause that all Users provide their full legal name, a valid email address and other information requested during the Account registration process.
3. The Customer agrees to cause that no User shall let other persons use the User Account login information, nor let multiple persons share login information for any User Seat. All Users shall always maintain a valid email address in the Service, and promptly change all relevant account information in the Service as required.
4. The Customer agrees that the Master User has full power and authority to enter into an agreement with Sopima directly or on behalf of a legal entity.
5. The Customer agrees to cause that performing the obligations and use of the Service shall not violate any applicable laws or regulations, including but not limited to laws and regulations regarding the transfer of personal information for residents of the European Union; breach of agreement with any third party; or unreasonable interference with the use of the Service by other Sopima Customers.

Backups

Sopima uses an advanced redundant system to protect the Account Data. However, no system is perfectly reliable. It is recommended that the Customer creates own backups to maximize backup reliability. Thus, the Customer agrees to assume full responsibility for any and all backups of its Customer Data. Instructions and tools for the creation of backups are provided on the site www.sopima.com or through the Service.

Security and Proper Conduct

Sopima takes security seriously and uses various tools to ensure overall security. More information about security measures is available in the security and privacy documentation at www.sopima.com.

The Customer agrees that the User is responsible for maintaining the Account and password security. Sopima shall not be liable for any loss or damage from the failure to comply with this security obligation.

The Customer agrees to cause that the User of the Account shall not:

1. Try to breach security and enter the Service, someone else's Account, or the data centers used by Sopima.
2. Seek access to data on the datacenters used by Sopima through any means other than direct link within the Service.
3. Try to send data to the Services used by Sopima through any means other than direct link within the Service.
4. Upload any viruses, worms or code of a destructive nature to the Service.
5. Try to use applications other than those provided or expressly approved by Sopima for interaction with the Service.
6. Reverse engineer any software or code in any part of the Service

The Service may not be used for any illegal or unauthorized purpose. The Customer agrees to cause that the User and persons with User Seats shall not, in the use of the Service, violate any laws in its jurisdiction (including but not limited to copyright laws) or upload any offensive, threatening, libelous, defamatory, or otherwise objectionable data to the Service.

Receiving notifications

Notifications sent by Sopima to the User shall be deemed duly served when the notices are sent by email to the email address provided by the User during registration or through modification of the account information thereafter. In cases where notices are delivered on the Service or on a named web address, the notices shall be deemed duly served once such posting has occurred.

Obligations and Liabilities of Sopima

Basis for Service

The goal of Sopima is to provide good service for users in many different countries and industries. The Service is the same for everyone, and so the Service is provided on an "as is" and "as available" basis. The Customer agrees that the Service is used by the Customer, User and persons with User Seats at their own risk.

Sopima shall continuously improve and develop the Service overall, therefore content and features of the Service may be changed, added or removed at discretion of Sopima. Sopima shall strive to minimize the negative impact of any changes Services. Sopima shall make commercially reasonable effort to ensure the highest possible service level.

The Service and official terms of service as well as any documentation and instructions are provided in English only. Sopima may at its discretion provide translations into other languages for information purposes only. Should a translation differ from the original English version, the English version shall always prevail.

Provision of Service

Sopima strives to use best-in-class datacenter services as well as top security measures when providing the Service. However, due to the nature of the Internet, Sopima shall not assume responsibility for the risks related to reliability and security, and therefore Sopima provides the Service with conditions expressed in these Terms of Service and possible separate written Service Level Agreement made between Sopima and the Customer.

Limitations of Liability

Sopima is only liable for errors caused by Sopima intentionally or by gross negligence in breach of the terms and conditions of this Agreement. Under no circumstances shall Sopima be liable for any indirect or consequential damages.

The aggregate liability of Sopima, whether in contract, warranty, product liability, strict liability or other theory, arising out of or relating to the use of the Service or these terms of service shall in no event exceed any charges paid by the User during the three months prior to the date of any claim.

Disclaimers

Neither Sopima nor any of its suppliers or resellers offer any warranty of any kind, express or implied, and Sopima and its suppliers specifically disclaim any implied warranties of title, non-infringement, merchantability, fitness for a particular purpose, system integration or data accuracy. No claims other than those specifically contained in this Agreement have been made with respect to the Service, and the User shall not rely on any claims not expressly set out in this agreement.

Sopima does not warrant that the Service will meet the requirements of the User, operate correctly with the User's choice of equipment, systems or settings, be uninterrupted, nor free of errors. Further, use of the Internet to access the Service has not been established nor is it maintained by Sopima, and Sopima has no control over the Internet. Sopima is not liable for the discontinuance of operation of any portion of the Internet, nor possible regulation of the Internet.

Sopima does not control the flow of data to or from Sopima and other portions of the Internet. Such flow of data depends on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties may impair or disrupt the User's connection to the Internet (or portions thereof). Sopima shall make all commercially reasonable efforts deemed appropriate to remedy and avoid such events, however Sopima shall not guarantee that interruption will not occur. Sopima shall not be liable for the performance or non-performance of Internet services.

Links to sites other than those controlled by Sopima are provided for convenience only. Sopima assumes no responsibility for the correctness of the information provided by those sites nor the policies, nature or reliability of those sites.

Intellectual Property Rights

All content and software available on the Service or used to create and operate the Service, except for Customer Data uploaded or entered by the Users and persons with User Seats, is the property of Sopima or its licensors and is protected by international copyright laws. All rights to the Service, its content and software are expressly reserved. All trademarks, registered trademarks, product names, company names or logos mentioned in the Service are the property of their respective owners.

The Customer and Users with User Seats shall retain intellectual property rights to all Customer Data owned by them and uploaded or entered to the Service. If such Customer Data is meant to be shared between other Users of the Service, the other Users are granted a free, perpetual, non-exclusive and non-transferable right to use the data if not otherwise clearly specified in an agreement between the publishing party and the receiver of the Customer Data.

Termination of Service

The Account may be terminated by the Master User at any time through the Service after a confirmation process. Master User can also add or remove User Seat from the Account at will by accepting a new Subscription Agreement.

Sopima reserves the right to discontinue the Service of a User, with immediate effect, or to terminate a Customer Account with 30 days notice, if:

1. The User violates any of the terms and conditions provided in this Agreement.
2. The Service is wholly discontinued irrespective of the cause.
3. If payment is not received, as a result of an invalid credit card or non-payment of the Invoice.

In a case of termination of an Account, the termination is effective immediately and may not be reversed. The Customer Data of a terminated account can be later restored only with proper backups of Customer Data provided by the Customer.

Amendments to this Agreement

Sopima reserves the right to change or modify the terms and conditions provided in this Agreement at its sole discretion. Changes shall be effective immediately upon notice to the User by, the Service, email or posting at www.sopima.com. Continued use of the Service after changes or modifications to the terms of Service constitutes the acceptance of the User and of said changes. It is recommended that the User review the most current version of these terms and conditions regularly at www.sopima.com.

Force Majeure

Neither Sopima nor the User shall be liable for any delay or failure in performance due to extraordinary event or circumstance beyond the control of the parties such as acts of God, earthquake, labor dispute, supply shortage, riot, war, fire, epidemic, transportation difficulty or other understood event of force majeure. The obligations and rights of the excused party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.

Transfer of Service

Sopima may at its own discretion transfer the Service (including, but without limitation, the agreement between Sopima and the Customer or User) fully or partially to a third party. The User shall be informed of any such transfer by email. The User may not transfer the agreement between Sopima and his/herself to a third party.

Governing laws and disputes

This Agreement and the relationship between Sopima and the User shall be construed, governed and enforced in accordance with the laws of Finland without giving effect to its choice of law provisions.

All disputes arising out of or in connection with this Agreement and with the relationship between Sopima and the Customer shall be submitted to the exclusive jurisdiction of the Helsinki District Court, Finland.