

SUBSCRIPTION AND END USER LICENSE AGREEMENT

This Subscription and End User License Agreement (“Agreement”) is made and entered into effective as of Effective Date between T.R. Björkbom-Trading Oy, a Finnish Corporation, with its principal place of business at Veneentekijäntie 8, Helsinki, Finland (“Company”), and Subscriber.

Entering into this Agreement by Subscriber is effected by Subscriber accepting this Agreement by Subscriber starting to use the Demo version of the Service, by Subscriber sending filled Order Form (“Tilauslomake” in Finnish) to the Company and Company giving order confirmation to Subscriber, or by Subscriber accepting Company’s offer (“tarjous” in Finnish) and Company giving order confirmation to Subscriber, or by other means made available to Subscriber by Company e.g. online, from time to time, all subject to Company having accepted the Subscriber’s order (“Order Confirmation”, “Tilausvahvistus” in Finnish).

If a person is using employer’s or an entity’s email address in registering for the Service, such person is deemed as an authorized representative and/or agent of that person’s employer or an entity (as applicable).

By entering into this Agreement, Subscriber agrees to the following terms and conditions governing its use of Helm1 technology software and services, more particularly described in paragraph 2 below (collectively, the "Service"). The person acting on behalf of Subscriber represents that he/she has the authority to bind Subscriber to these terms and conditions.

It is stated here, for avoidance of doubt, that any and all User(s) as well as anyone using the Demo version of the Service or Service shall always be deemed to be bound by the terms and conditions of this Agreement by using the Demo version of the Service or Service.

Background

As part of the Service, Company will provide Subscriber with use of the subscribed Service, including Helm1 Client Software. Subscriber’s acceptance of this Agreement, Subscriber’s and/or User’s registration for, or use of, the Service shall be deemed to be Subscriber’s (and User’s) entering into this Agreement and to abide by this Agreement including any materials available on the Company’s website incorporated by reference or referred to herein, including but not limited to Company’s privacy and security policies, which shall form an integral part of this Agreement. The Privacy Policy is described more in detail in the schedule “A” attached to this Agreement, available on the Company’s web site in www.helm1.com. For reference, a Definitions section is included below in this Agreement.

1 DEFINITIONS

As used in this Agreement and in any Order Forms or other documents now or hereafter associated herewith:

- a) "Agreement" means this fully executed agreement, any Order Forms, any offers, any Order Confirmations, whether written or submitted online, and any materials available on the Company website specifically incorporated by reference or referred to herein. The materials may be updated by Company from time to time in its sole discretion;
- b) "Confidential Information" means a party's business, its financial, business and technical plans and strategies, inventions, products, new products or services, trade secrets, know how, and technology that the Disclosing Party does not make generally available to the public. In addition, the terms and conditions set forth in this Agreement shall be Confidential Information. Confidential Information does not include any information that the Receiving Party can demonstrate by written records: (i) was known to the Receiving Party prior to its disclosure hereunder by the Disclosing Party; (ii) was independently developed by the Receiving Party; (iii) is or becomes publicly known through no wrongful act of the Receiving Party; (iv) has been rightfully received from a third party whom the Receiving Party has reasonable grounds to believe is authorized to make such disclosure without restriction; or (v) has been approved for public release by the Disclosing Party's prior written authorization.
- c) "Content" means the audio and visual information, documents, software, products and services contained or made available to Subscriber in the course of using the Service;
- d) "Customer Data" means any data, information or material provided or submitted by Subscriber or User to the Service in the course of using the Service;
- e) "Effective Date" means the date this Agreement is accepted according to its terms;
- f) "Helm1" is the name for the cloud-based project management enterprise software designed and owned by Company with features for managing different phases and scopes of a project such as procurement, planning, inventory, budgeting, logistics, stock, assembly, architect interior design, payments tracking etc.
- g) "Helm1 Technology" means all of Company's proprietary technology (including software, eventual hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to the Subscriber by Company in providing the Service;
- h) "Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world;

- i) "License Administrator(s)" means those Users designated by Subscriber who are authorized to purchase licenses and create User accounts and otherwise administer Subscriber's use of the Service;
- j) "License Term(s)" means the period(s) during which a specified number of Users are licensed to use the Service pursuant to the Order Form(s) and Order Confirmation(s);
- k) "Order Form(s)" means the form evidencing the initial subscription for the Service and any subsequent order forms submitted online or in written form, specifying, among other things, the number of licenses and other services contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties, each such Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall prevail);
- l) "Order Confirmation(s)" means the form evidencing Company's acceptance of Subscriber's subscription (in whole or partly) for the Service, forwarded to Subscriber online or in written form, specifying, among other things, the number of licenses and other services contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties and as accepted by Company, each such Order Confirmation to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order Confirmation, the terms of this Agreement shall prevail);
- m) "Service", including Helm1 solution, means services provided to the Subscriber under this Agreement or subject to specific subscription of such services (from Company or through e.g. Reseller);
- n) "Company" means collectively T.R. Björkbom-Trading Oy;
- o) "User" means Subscriber's employees, representatives, consultants, contractors or agents, resellers and Customers who are authorized to use the Service and have been supplied user identifications and passwords by Subscriber (or by Company at Subscriber's request).

2. SERVICE AND FUNCTIONALITY DESCRIPTION

Company offers Subscriber Helm1 solution intended for enterprises. Helm1 software provides the Subscriber with project management enterprise software that includes features for managing different phases and scopes of a project such as procurement, planning, inventory, budgeting, logistics, stock, assembly, architect interior design, payments tracking etc. The Service include services provided by Company (or by the Reseller, as the case may be) subscribed by the Subscriber in the Order Form or otherwise included in the Service according to this Agreement.

3. PRIVACY & SECURITY; DISCLOSURE

Company reserves the right to modify its privacy and security policies in its reasonable discretion from time to time. Note that because the Service is a hosted, online application, Company occasionally may need to notify all users of the Service (whether or not they have opted out) of important announcements regarding the operation of the Service. With Subscriber's advance review of the content and format of the announcement and written consent (which shall not be unreasonably withheld or delayed), Company may disclose the fact that Subscriber is a paying customer and the edition of the Service that Subscriber is using.

Helm1 Technology and Service has on its background third-party providers of ancillary software, hardware and/or services. Subscriber agrees and accepts that in this Agreement Company grants no rights to Subscriber to such software, hardware or services and Company shall have no liability for or arising out of third-party software, hardware or services. The third-party providers may also process User's personal data. Company shall not be liable for such processing. In such case the third-party provider's privacy policy and terms of service shall be applicable.

The Helm1 Technology security features are described in more detail in the schedule "B" attached to this Agreement, available on the Company's web site in www.helm1.com

4. LICENSE GRANT & RESTRICTIONS

- a) Company hereby grants Subscriber a non-exclusive, non-transferable, worldwide right to use the Service, solely for Subscriber's own internal business purposes (specifically including granting access to the service to customers in accordance with Sub-section (c) below), subject to the terms and conditions of this Agreement. All rights not expressly granted to Subscriber are reserved by Company and its eventual licensors.
- b) Except as expressly provided in Sub-section (c) Subscriber shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service.
- c) Throughout the License Term(s), Subscriber may use the Service only for Subscriber's internal business purposes the Service has been provided with. Subscriber shall not, knowingly or deliberately: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other

harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

5. SUBSCRIBER'S RESPONSIBILITIES

Subscriber is responsible for all activity occurring under Subscriber's User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with Subscriber's use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. Subscriber shall: (i) notify Company immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Company immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by Subscriber or Subscriber's Users; and (iii) not impersonate another Helm1 User or provide false identity information to gain access to or use the Service.

6. ACCOUNT INFORMATION AND DATA

Company does not own any data, information or material that Subscriber submit to the Service in the course of using the Service ("Customer Data"). Subscriber, not Company, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and Company shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. In the event this Agreement is terminated (or expires) the Company shall have the right to remove and delete Subscriber's Customer Data within 30 days of termination from the Service and all other records. Company is expressly prohibited from using the Customer Data for its own purposes at any time during or following termination of this Agreement.

7. INTELLECTUAL PROPERTY OWNERSHIP

Company alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Helm1 Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Subscriber or any other party relating to the Service. This Agreement is not a sale and does not convey to Subscriber any rights of ownership in or related to the Service, the Helm1 Technology or the Intellectual Property Rights owned by Company. The Helm1 name, the Helm1 logo, and the product names associated with the Service are trademarks of Helm1 or third parties, and no right or license is granted to use them.

8. THIRD PARTY INTERACTIONS

During use of the Service, Subscriber may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors

showing their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between Subscriber and the applicable third-party. Company and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between Subscriber and any such third-party. Company does not endorse any sites on the Internet that are linked through the Service. Company provides these links to Subscriber only as a matter of convenience, and in no event shall Company or its licensors be responsible for any content, products, or other materials on or available from such sites. Company provides the Service to Subscriber pursuant to the terms and conditions of this Agreement. Subscriber recognize, however, that certain third-party providers of ancillary software, hardware or services may require Subscriber's agreement to additional or different license or other terms prior to Subscriber's use of or access to such software, hardware or services.

9. CHARGES AND PAYMENT OF FEES

Subscriber shall pay all fees or charges to Subscriber's account in accordance with the fee and payment schedule agreed upon with Company. Subscriber is responsible for paying for all User licenses ordered for the entire License Term, whether or not such User licenses are actively used. Subscriber must provide Company with approved purchase order information as a condition to signing up for the Service. All pricing terms are confidential, and Subscriber agrees not to disclose them to any third party.

10. SUPPORT SERVICES.

Software Maintenance and Support Services:

(A) Software Maintenance: For as long as Subscriber is current with its payments, Company will provide Subscriber with the following services:

1. Error corrections. Company will use reasonable efforts to correct verified Errors with a level of effort proportionate with the severity of the Error. Company is not, however, obligated to correct all Errors.
2. Maintenance Upgrades. Within a reasonable time after general commercial publication, Company will make available to Subscriber all maintenance releases.

(B) Support: Company (or Company via Reseller) will make reasonable endeavors to answer all messages promptly, and in any case will acknowledge a request for support within two (2) hours of receiving the message (restricted to between the hours of 9am and 5pm Monday to Friday CET, excluding bank and other public holidays).

11. BILLING

The provisions of this Section 11 are applicable only if Subscriber accesses Helml Services directly from Company. If Subscriber purchases access to the Services through a

reseller, any payment terms shall be set forth in Subscriber's agreement with such reseller.

Subscriber shall pay all fees and charges for the Service in accordance with the fees and charges and invoicing terms in effect at that time. As a rule, Company charges and collects in advance for use of the Service. Company's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Subscriber shall be responsible for payment of all such taxes and levies.

Subscriber agrees to provide Company with complete and accurate billing and contact information. This information includes Subscriber's legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and License Administrator. Subscriber agrees to update this information within 30 days of any change to it. If the contact information Subscriber has provided is false or fraudulent, Company reserves the right to terminate Subscriber's access to the Service in addition to any other legal remedies.

Unless Company in its discretion determines otherwise, entities will be billed in Euros.

If Subscriber believes Subscriber's bill is incorrect, Subscriber must contact Company in writing within 30 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

12. NON-PAYMENT AND SUSPENSION

In addition to any other rights granted to Company herein, Company reserves the right to suspend or terminate this Agreement and Subscriber's access to the Service if Subscriber's account becomes delinquent (falls into arrears). Delinquent invoices (accounts in arrears) are subject to interest of 13 % per annum on any outstanding balance, or the maximum permitted by law, whichever is higher, plus all expenses of collection reasonably incurred. Subscriber will continue to be charged for User licenses during any period of suspension. If Company initiates termination of this Agreement for breach by Subscriber, Subscriber will be obligated to pay the balance due on Subscriber's account calculated in accordance with the Charges and Payment of Fees section above. Subscriber agrees that Company may bill Subscriber for such unpaid fees.

Company reserves the right to impose a reconnection fee in the event Subscriber is suspended and thereafter request access to the Service. Subscriber agrees and acknowledges that Company has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if Subscriber's account is 30 days or more delinquent.

13. TERMINATION UPON EXPIRATION

This Agreement commences on the Effective Date and shall expire at the end of Subscriber's Licence Term(s) or when Subscriber has performed all the duties of Subscriber arising out of this Agreement in an orderly manner, whichever occurs later.

Sections 4 b), 6, 16, 19, 24 and 25 shall survive the termination (or expiry) of this Agreement.

14. TERMINATION FOR CAUSE

Any breach of Subscriber's payment obligations or unauthorized use of the Helm1 Technology or Service will be deemed a material breach of this Agreement. Company, in its sole discretion, may terminate Subscriber's password, account or use of the Service if Subscriber breaches or otherwise fails to comply with this Agreement. In addition, Company may terminate a free account at any time in its sole discretion. Subscriber and Company agree and acknowledge that Company has no right or obligation to retain the Customer Data following termination, but Company shall remove and delete such Customer Data, if Subscriber has materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of written notice of such breach.

15. REPRESENTATIONS & WARRANTIES

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Company represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the Company product documentation under normal use and circumstances. Subscriber represent and warrant that Subscriber has not falsely identified Subscriber's self nor provided any false information to gain access to the Service and that Subscriber's billing information is correct.

16. MUTUAL INDEMNIFICATION

- a) Subscriber shall indemnify and hold Company, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by Subscriber of Subscriber's representations and warranties; or (iii) a claim arising from the breach by Subscriber or Subscriber's Users of this Agreement, provided in any such case that Company (a) gives written notice of the claim promptly to Subscriber; (b) gives Subscriber sole control of the defense and settlement of the claim (provided that Subscriber may not settle or defend any claim unless Subscriber unconditionally release Company of all liability and such settlement does not affect Company's business or Service); (c) provides to Subscriber

all available information and assistance; and (d) has not compromised or settled such claim.

- b) Company shall indemnify and hold Subscriber and Subscriber's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the Service directly infringes a copyright, a patent issued as of the Effective Date, or a trademark of a third party; (ii) a claim, which if true, would constitute a violation by Company of its representations or warranties; or (iii) a claim arising from breach of this Agreement by Company; provided that Subscriber (a) promptly give written notice of the claim to Company; (b) give Company sole control of the defense and settlement of the claim (provided that Company may not settle or defend any claim unless it unconditionally releases Subscriber of all liability); (c) provide to Company all available information and assistance; and (d) have not compromised or settled such claim. Company shall have no indemnification obligation, and Subscriber shall indemnify Company pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of Subscriber's products, service, and hardware or business process.

17. DISCLAIMER OF WARRANTIES

Company and its licensors make no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the Service or any content. Company and its licensors do not represent or warrant that (a) the use of the Service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data, (b) the Service will meet Subscriber's requirements or expectations, (c) any stored data will be accurate or reliable, (d) the quality of any products, services, information, or other material purchased or obtained by Subscriber through the Service will meet Subscriber's requirements or expectations, (e) errors or defects will be corrected, or (f) the Service or the server(s) that make the Service available are free of viruses or other harmful components. The Service and all content is provided to Subscriber strictly on an "as is" basis. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby disclaimed to the maximum extent permitted by applicable law by Company and its licensors.

18. INTERNET DELAYS

Company's Services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Company is not responsible for any delays, delivery failures, or other damage resulting from such problems.

19. LIMITATION OF LIABILITY

In no event shall Company's aggregate liability exceed the amounts actually paid by and/or due from Subscriber in the two (2) month period immediately preceding the event giving rise to such claim. In no event shall either party and/or its licensors be liable to anyone for any indirect, punitive, special, exemplary, incidental, consequential or other damages of any type or kind (including loss of data, revenue, profits, use or other economic advantage) arising out of, or in any way connected with this Service, including but not limited to the use or inability to use the Service, or for any content obtained from or through the Service, any interruption, inaccuracy, error or omission, regardless of cause in the content, even if the party from which damages are being sought or such party's licensors have been previously advised of the possibility of such damages.

Helm1 Technology and Service has on its background third-party providers of ancillary software, hardware and/or services. Subscriber agrees and accepts that in this Agreement Company grants no rights to Subscriber to such software, hardware or services and Company shall have no liability for or arising out of third-party software, hardware or services.

20. ADDITIONAL RIGHTS

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Subscriber.

21. NOTICE

Company may give non-legal notice by means of a general notice on the Service provided to all Company's customers or electronic mail to Subscriber's e-mail address on record in Company's account information. Such notice shall be deemed to have been given 12 hours after sending (if sent by email), provided that no bounce-back message or delivery error notice is returned in such period. Company must provide written notice for eventual legal purposes to Subscriber by first class mail or pre-paid post to Subscriber's address. Legal notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (when sent by first class mail or pre-paid post). Subscriber may give notice to Company's legal notice. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting at any time by any of the following: letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Company at the following addresses (whichever is appropriate): T.R. Björkbom-Trading Oy, Veneentekijäntie 8, Helsinki, Finland, addressed to the attention of Mr. John Björkbom.

22. MODIFICATION TO TERMS

Company reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. Subscriber is responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute Subscriber's consent to such changes.

23. ASSIGNMENT; CHANGE IN CONTROL

This Agreement may not be assigned by Subscriber without the prior written approval of Company. Notwithstanding the foregoing, this Agreement may be assigned by A) Company without Subscriber's consent to (i) an acquirer of Company's business activities presented in this Agreement; by B) either party without the other party's consent to (i) a parent or subsidiary, (ii) an acquirer of all or substantially of all of the assigning party's assets, or (iii) a successor by merger, acquisition or act of law. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of Subscriber that results or would result in a direct competitor of Company directly or indirectly owning or controlling 50% or more of Subscriber shall entitle Company to terminate this Agreement for cause immediately upon written notice.

24. CONFIDENTIAL INFORMATION

Confidential Information. Each party acknowledges that by reason of its relationship with the other party hereunder, such party (the "Receiving Party") might have access to the other party's (the "Disclosing Party") Confidential Information. The Receiving Party acknowledges and agrees that the Disclosing Party's Confidential Information is of substantial value to the Disclosing Party, which value would be harmed if such information were disclosed to third parties. The Receiving Party agrees that it accords the Disclosing Party's Confidential Information the same degree and methods of protection as it accords its own Confidential Information and will not (i) use the Disclosing Party's Confidential Information in any way, except in the performance of its obligations under this Agreement; or (ii) disclose such Confidential Information to any third party, except to its employees who need to know such information, provided such employees have signed a confidentiality agreement with terms no less restrictive than the terms in this Agreement. The Receiving Party will not publish in any form the Disclosing Party's Confidential Information beyond any descriptions published by the Disclosing Party. Confidential Information may be disclosed pursuant to applicable law, regulations or court order, provided that the Receiving Party provides prompt advance notice thereof to enable the Disclosing Party to seek protective order or otherwise prevent such disclosure.

Return of Confidential Information. The Confidential Information of a Disclosing Party is and shall remain the Disclosing Party's property. In the event of any termination or expiration of this Agreement: (i) the Receiving Party shall promptly, and, in any event within five (5) days after being so requested by the Disclosing Party, return to the Disclosing Party all of the Disclosing Party's Confidential Information in tangible form that is within the possession or control of the Receiving Party; and (ii) except to the extent the Receiving Party is advised in writing by counsel that it is prohibited by law from so doing, the Receiving Party will also destroy all written material, memoranda, notes and other writings or recordings whatsoever prepared by it or its representatives based upon, containing or otherwise reflecting any Confidential Information. Any Confidential Information that is not returned or destroyed, including, without limitation, any oral Confidential Information, shall remain subject to the confidentiality obligations set forth in this Agreement.

25. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with Finnish law, excluding its choice of law rules.

Any dispute, which may arise between the parties concerning this Agreement, shall be determined by Helsingin käräjäoikeus (City Court of Helsinki).

26. GENERAL

No text or information set forth on any other purchase order, preprinted form or document (other than an Order Form or Order Confirmation, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Subscriber and Company as a result of this agreement or use of the Service. The failure of Company to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Company in writing. This Agreement, together with any applicable Order Form and Order Confirmation comprises the entire agreement between Subscriber and Company and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

Questions or Additional Information:

If Subscriber has questions regarding this Agreement or wish to obtain additional information, please send an e-mail to sales@helml.com

AGREED AND ACCEPTED:

AGREED AND ACCEPTED:

“Company”

“Subscriber”

BY

BY

TITLE

TITLE

DATE

DATE