

TERMS OF SERVICE:**EXPERIENCE® SERVICE****VERSION: 2013-06-12**

INTRODUCTION

These Terms of Service (TOS) govern your use of the Experience® Service. The Service is provided by 4SUM Partners Ltd. The TOS detail 4SUM Partners' obligations towards you as a User, and your obligations as a User of Experience® Service. The TOS use a number of capitalized terms, which are described in 10.

After accepting the TOS and submitting the order form, and confirming the acceptance by payment of the annual subscription fee, the TOS constitute a binding agreement between you and the Service provider.

The TOS document is available from www.4sumpartners.com and will always include the date it was last changed. The latest published version of TOS overrides earlier versions.

1. NOTIFICATIONS

The Service provider will deliver general notices by email. General notices are for example information about new features and planned maintenance.

Notifications regarding changes to the TOS or prices, receipts of purchases and other information related to the User's Account will be sent by email and deemed notified when sent by the Service provider.

Notifications from the User to the Service provider shall be sent preferably by email, using contact information at the Service provider's website.

2. SUBSCRIPTION AGREEMENT

2.1. Experience® Service is a Software as a Service (SaaS), where the User does not purchase a copy of the software on a physical media or similar, but a subscription to the service as it is made available online. Upon purchasing a subscription the User is granted access to and a right to use the Service as set forth in the TOS.

2.2. The User is granted a limited, non-exclusive and non-transferable license to use the service solely for the User's own business purposes against payment of a subscription fee. Payment and compliance with the TOS are preconditions for the right to use the service.

2.3. The Service is provided on "as is" basis as a standard service; licenses are not contingent on or tied to any particular version or functionality at any particular point in time, but allow access to and use of the service as it is provided at any given time.

2.4. The User accepts the TOS by ordering the subscription license, and paying the subscription license fee.

2.5. The Service provider reserves the right to make improvements, add, change or remove functionality, or correct any error or omission in any part of the service at its sole discretion and without any obligation or liability accruing there from.

2.6. The Service provider reserves the right to make changes to the general conditions in the TOS on minimum 30 days prior notice according to 1.1 with at least 90 days between each change.

2.7. The Service provider reserves the right to restrict temporarily the user access, e.g. if unmanaged, non-standard use of resources occurs.

2.8. The User does not have the right to transfer the license for the service to any other user.

3. RIGHT OF USE

3.1. Once the User has purchased a subscription to Experience® Service and accepted the TOS, a User Account will be created and related user information delivered for the User by the Service provider. The User is responsible of keeping this information safe. The Service provider is not liable for any consequence or damage caused by careless user information management. The User can change his/her password, which is stored only encrypted in the service.

3.2. Only Users with a paid and valid license can use the service. User licenses are issued for a single named user identified primarily by an e-mail address. User must be a human being of legal age with the necessary rights.

3.3. Each User is responsible for the confidentiality and accuracy of login and other Account information. The User must inform the Service provider immediately of any unauthorized use of login details.

3.4. The User shall not transfer viruses, worms or harmful code of any kind to the service, or by using the service. The service may not be used for any illegal or unauthorized purpose.

4. DATA PROCESSING AND PRIVACY

The Service provider takes care of storing the Data saved in the service and is committed to:

- Process the Data only in the extent and in the purpose that producing the service requires.
- Protect the Data against losing it, unauthorized use of or tampering the Data stored in the service.

The Service provider collects and uses certain information supplied by the User. This information may include:

- Contact information such as name of the User, company, email address and telephone number.
- User right information such as subscription expiry date, login time and the number of logins. The subscription expiry date is shown to the User in the upper right side of the screen while signed in the service.
- Project information released by the User is processed to calculate the values of project indicators to be added into the general experience database. This processed indicator information is absolutely unrecognizable in the meaning that the project indicator values cannot any more be connect to the User by any means.

If the User loses the right to use the e-mail address concerned here as the primary user identifier in the service e.g. because of termination of her/his employment, moving the paid subscription is possible by a special order and extra payment.

5. PRICING AND INVOICING

5.1. Subscription fees and invoice periods for the service are according to the price list available at www.4sumpartners.com. An invoice period consists of 12 months, starting from verified payment transaction. Subscription fees are for automatically renewable yearly subscriptions.

The Service provider always invoices the User directly for the service as specified on the order form.

5.2. Additional purchases

Changing the user name is possible, but it requires a written order and extra payment. The User may change other information free of charge, using a subscription change request form. The change of information will be effective from the start of next invoicing period after the subscription fee is paid.

The user name change shall be requested by an informal letter, signed by the owners of both the previous and new e-mail addresses.

5.3. Terminating Service

The subscription can be terminated before the end of the subscription period and the termination will then be effective at the end of the current invoice period. The User terminates the subscription by sending a formal change request.

If the subscription is not terminated by the User, but the fee of the new subscription period is not paid, the Service provider considers the subscription terminated. The User Account will be closed. The User Account can be returned, if the subscription fee is paid in six month from the start of current invoicing period.

5.4. The Service provider reserves the right to change the Subscription fees on 3 months' notice according to 1.1.

5.5. Published prices are exclusive of all taxes or duties. Whenever the law requires, certain levies, e.g. value added tax (VAT), will be added when invoicing for the Service. Added levies will be specified on the invoice.

5.6. Refund and discount

The price of the service is according to the price list. No discount is available.

The User will be refunded for each of the ten (10) first released projects taken into the experience database by continuing the access right by 30 days, if the released project Data meets the quality criteria of Experience® Data. The Service provider will verify the quality of the project Data before refunding. The Service provider has the right not to enter Data into the experience database. The Data quality criteria are published at www.4sumpartners.com.

No refunds are available in the event of no or partial use or activity of the service by the User, or unused licenses such as transactions if subject to a recurring subscription fee, except in cases where the availability of the service has been significantly restricted or reduced for reasons solely attributable to the Service provider. In such cases the Service provider at its discretion may offer a suitable refund to the User for Subscription fees accrued during the period of restriction or reduction in the service. The refund may be continuation of the invoicing period by the duration of restriction or reduction.

6. SECURITY

The Service provider is committed in secure and reliable service, and will maintain administrative, physical and technical security measures as well as backup.

7. AVAILABILITY AND SUPPORT

7.1. Experience® Service is available 24/7/365, except some maintenance brakes informed separately beforehand.

7.2. If the User notices exceptional slowness in the performance of the service or such restriction, she/he shall inform the Service provider as soon as possible.

7.3. The User is responsible for having the necessary hardware, infrastructure (including high speed internet connection) and a generally used web browser for accessing the internet and using the service. The web browsers supported are listed at www.4sumpartners.com.

8. LIMITED WARRANTY

The Service provider guarantees that the service will perform substantially as described, if and when it is properly licensed and set up. The User and the Service provider acknowledge that the service and its delivery thereof will not be completely free of errors, and that improving the service is a continuous process. The User acknowledges that the service is delivered “as is” and used at the User’s own risk.

9. CONTRACTING PARTIES AND GOVERNING LAW

9.1. By accepting these terms of service in the order form you, the User, are contracting with:

4SUM Partners Ltd

Organization number: 2133940-9

Business address: Tekniikantie 14, 02150 Espoo, FINLAND

9.2. The dispute concerning this agreement is to be resolved by one-member arbitration.

9.3. In cases of doubt over interpretation between the TOS in English and any translated version, English shall take precedence.

10. DEFINITIONS

Here you’ll find definitions of the most important terms and concepts, which are capitalized within the TOS to emphasize their role:

User

Natural person, user of the service.

Service provider

The provider of Experience® Service (4SUM Partners Ltd).

User Account

The granted parts of the web service and Data in the Experience® Service available for the User.

Data

All the information saved into the Experience® Service by the User.