

TERMS AND CONDITIONS FOR SPARKLIKE CARE

1. Applicability

These Terms and Conditions for Sparklike CARE (“**Terms**”) are applied between Sparklike Oy (“**Supplier**”) and the purchaser of the maintenance service (“**Purchaser**”) to the maintenance, support and calibration services (“**Service**”) related to the products manufactured by the Supplier (“**Products**”) purchased by the Purchaser from the Supplier. The Purpose of these Terms is to set out and agree the terms and conditions for the Services.

In these terms the Supplier and the Purchaser may jointly also be referred to as the “**Parties**” or individually as the “**Party**” as required by the context.

2. Sparklike CARE

The Service for the Products is provided by the Supplier for the Products for which the Purchaser has paid the Service Fee and which are therein included in the Supplier’s continuous maintenance program for its Products (“**Sparklike CARE**”).

3. The Services Provided by the Supplier

3.1. Preventive Service

The Supplier provides, subject to these Terms, the preventive maintenance and support as specified herein (“**Preventive Service**”) for the Products which are included in Sparklike CARE. The Preventive Service shall include:

- Sparklike Handheld products: 1 annual calibration and service process including the delivery and return shipments provided by Supplier.
 - Components included in the Preventive Service:
 - Optical filters
 - Optical fiber
 - Electrode
 - Safety cap
 - USB cover
 - Encoder button
 - Battery
 - electric components found faulty during the calibration process
- Sparklike 1002 products: 1 annual calibration and service process including the delivery and return shipments provided by Supplier
 - Components included in the Preventive Service
 - Optical filters
 - Optical fiber
 - Electrode
 - Front cushion
 - Hand unit circuit board (will be changed every 3 years)
 - electric components found faulty during the calibration process

All maintenance and support for the Products not included in the Preventive Service shall be considered to be Additional Service and subject to separate fees. The Preventive Service shall in all cases cover only Service that is performed to ensure the Product's correct operation and all cosmetic and corresponding maintenance procedures shall in all cases be considered as Additional Service and subject to separate fees.

The delivery costs for shipping the Products to the Supplier for Preventive Service and for returning the Products to the Purchaser after the Preventive Service are included in the Service Fee for Sparklike CARE.

The Supplier shall perform the Preventive Service within two (2) weeks (unless the Purchaser is separately informed of delays thereof) from receiving the Products and within the same period inform the Purchaser in case it considers some Additional Services being needed.

3.2. Additional Services

In addition to the Preventive Service the Supplier provides additional maintenance, repair and support Services ("**Additional Service**") and spare components for the Products included in Sparklike CARE. The Additional Service and components are subject to separate fees that shall be separately agreed between the Parties as set out herein.

Excluded components and services from the Preventive Service:

- Sparklike Handheld:
 - Casing components
 - Mechanical components not subject to normal wearing

- Sparklike 1002:
 - Screen components
 - Casing components
 - Hand unit mechanical components
 - Mechanical components not subject to normal wearing

- Other maintenance and support services that are not included in the Preventive Service.

The Supplier shall within one (1) week from receiving the Product for Additional Service inform the Purchaser of the defects it has detected in the Product and of the costs (or estimate of costs if the accurate amount cannot be given at the time) of the Additional Service. The Supplier shall conduct the Additional Service only after the Purchaser has confirmed it wishes to order the Service as offered by the Supplier.

4. Supplier's Right to Inspect the Products

4.1. Approval Inspection

The Supplier shall have the right to inspect the Products for ensuring that they can be approved to Sparklike CARE in connection with the first Order for Services. The Supplier shall have the right at its sole discretion to reject the Product from Sparklike CARE in case the Product is in such condition that it cannot be maintained as set out in these Terms. In such case Sparklike CARE for the Product in question may be terminated by the Supplier's written notice with immediate effect. The Service Fee for the first year shall be reimbursed by the Supplier to the Purchaser in case the Purchaser purchase a new Product from the Supplier.

4.2. Inspections in Connection with each Order

The Supplier shall further have the right to inspect the Product each time it is sent to it by the Purchaser for making sure it can be repaired through Services. The Supplier may reject the Product from the Service in case it can reasonably be deemed to be in such condition that it cannot be repaired or maintained as set out in these Terms, which decision shall be made by the Supplier at its sole discretion. In such case Sparklike CARE for the Product in question may be terminated by the Supplier's written notice with immediate effect. Supplier shall not be obligated to return any paid Service Fees to the Purchaser.

5. Orders

The Purchaser may, by sending the Product to the Supplier to the address indicated by the Supplier, order the Services from the Supplier. In connection with such order, the Purchaser shall specify whether the order is for Preventive Service under Sparklike CARE (once a year) or for Additional Service due to a malfunction of the Product.

6. Reclamations

Reclamations for the Services are valid only when a notification of the defect in the Service is given to the Supplier within eight (8) business days from the date when the Purchaser received the Product(s) from the Supplier after the Service had been provided. The reclamation must include clear specifications of the defect in the Service.

7. Prices

7.1. Service Fee for Sparklike CARE

The yearly Service Fee for Sparklike CARE that includes the Preventive Service shall be agreed between the Parties when the Preventive Service is initially ordered by the Customer.

7.2. Prices for the Additional Services

The fees for the Additional Services shall be quoted separately to the Purchaser in accordance with the current Additional Service Price list as set out in section 3.2 above.

7.3. Price Changes

The Supplier may at any time change the Fees for the Services by giving the Purchaser a prior written notification at least three (3) months before the beginning of the new invoicing period. The renewed Fees shall apply to the Services from the beginning of the next invoicing period.

8. Payments and Invoicing

8.1. Invoicing and Payment Terms

The Service Fees for Sparklike CARE shall be invoiced by the Supplier for each calendar year in advance in each January. The Service Fee for the first year (remaining months until the next January) shall be invoiced at the time of order.

The invoices for fees for Additional Service shall be sent by the Supplier one (1) week after the Service has been performed and the Product(s) sent back to the Purchaser.

The payment term for the invoices sent by Supplier shall be twenty-one (21) days net from the date of the invoice.

8.2. Reclamations for Invoices

Any reclamations for invoices must be submitted during twenty one (21) days from the date of invoice, after which period the Supplier's invoice shall be considered to be accepted by the Purchaser.

8.3. Late Payment

The interest for late payment for any amounts due by the Purchaser to the Supplier shall be 10,5 % p.a from the due date set out in the invoice.

9. Liability for Services

The Supplier shall perform the Services with due diligence and in a workmanship manner that can be accepted from a professional supplier of the Services.

The Supplier shall be liable to perform the maintenance and repair work that is included in Sparklike CARE and for the Additional Service it can reasonably deem to be necessary to be performed when inspecting the Products. The Supplier shall have no liability for defects in parts of the Products that have been inspected in accordance with Sparklike CARE and have been found at the time of inspection not being in need for maintenance or repair.

Subject to the aforesaid, the Supplier shall be liable for clear defects in the performed Services for one (1) year from the date when the Service was performed, provided that the Purchaser notifies the Supplier of the defect with no delay when it noticed or it reasonably should have noticed the defect. The Supplier shall, however, not have liability for defects in case the Products have been repaired or maintained by any third party other than expressly authorised by the Supplier.

10. Limitation of Liability

The Supplier shall not be liable for any claims that arise out of or results from: (ii) unauthorized modification (including, without limitation, unauthorized repairing) of the Products; (iii) combining Products with any other hardware, software, application or part not supplied by Supplier; (iv) using Products for any use other than for which they were designed or against Supplier's instructions (including but not limited to instructions given in user guides); or (v) Supplier complying with an interim, final or other industrial standard.

Except as set out in this section above, Supplier shall not be liable under or in relation to these Terms or the Services (whether such liability arises due to negligence, breach of contract, misrepresentation or for any other reason) for any indirect, punitive (including, without limitation, wilful infringement), special or consequential loss or damage (including, but not limited to loss of profits, sales, turnover, contracts or customers and loss or damage to business or reputation and losses or liabilities under any other agreement).

Except as set out in this section above, Supplier's total liability arising from or in connection with the Services (whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited to an amount equal to the amounts paid or payable in relation to the Services in relation to which the claim relates.

Except as expressly set out in these Terms, the Supplier expressly disclaims and excludes all representations, conditions, warranties or guarantees, express or implied, statutory or otherwise, oral or written, with respect to these Terms and the Services.

11. Term and Termination

11.1. Term of Sparklike CARE

These Terms shall apply to the Services as long as the Purchaser decides to include its Products in Sparklike CARE by paying the invoice for Sparklike CARE for the following year.

The Supplier has the right to modify these Terms upon three (3) months prior Notification to the Purchaser.

11.2. Termination Rights

The Purchaser may terminate Sparklike CARE by giving a notification to the Supplier before the due date of the invoice for the following year. The Purchaser can terminate Sparklike CARE also during an invoicing period but in such case the the Supplier shall not be obligated to return the paid Service Fees for the remaining portion of the invoicing period.

The Supplier shall have the right to terminate Sparklike CARE for the Products with immediate effect for which the Purchaser has not paid the Service Fee within twenty one (21) days from the notification of the Supplier thereof. The Supplier may further terminate Sparklike CARE with immediate effect if the Purchaser is in breach of these terms and does not rectify such breach within thirty (30) days from Supplier's notification thereof, in which case the Supplier shall not be obligated to reimburse any paid Service Fees.

The Supplier shall further have the right to terminate Sparklike CARE in case the Product is beyond repair or found to be not approvable for the Sparklike CARE as set out in section 4 above.

12. Force Majeure

Supplier shall not be liable for any failure to perform its obligations under this Agreement where the failure arises from an event beyond the reasonable control of Supplier (a "**Force Majeure Event**"). Such causes may include, but are not limited to, acts of a public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, lock-outs, industrial disputes, riots or civil commotion, acts of terror or specific threats of terrorist activity, transportation or energy shortages, freight embargoes, power failures, unforeseen shortages of components and production constraints or failure of the postal system.

If the fulfilling of a contractual obligation by the Supplier is delayed through any cause given in above in this section or through an act or omission by the Purchaser, the time for meeting the obligation shall be extended by a period which taking into account all relevant circumstances is deemed reasonable.

The Supplier shall inform the other of any Force Majeure Event within a reasonable period of time following its occurrence. In the above instances, time for performance will be extended for the period of the delay.

The Supplier shall use all commercially reasonable efforts to reduce to a minimum and mitigate the effect of any delay occasioned by Force Majeure Event.

13. Miscellaneous

The language for all operations, documents and communication between the Parties relating to these Terms or the Services in any aspect shall be English.

When a Notification or a written notice is provided to be sent by a Party to the other Party, it shall be deemed to be duly delivered when it is sent in a written form via e-mail to at least one (1) of the

Representatives of the Parties to the addresses set out in connection with the initial order for the Services or as notified later to the other Party. The Notification shall be deemed to be received at the moment when it is sent, provided that it is sent to the correct addresses. The Parties shall be responsible to Notify the other Party of any changes in their e-mail addresses.

The failure of either Party to insist upon strict adherence to any term or condition of these Terms on any occasion shall not be considered a waiver of any right thereafter to insist upon strict adherence to that term or condition or any other term or condition of these Terms.

Should any term or condition of these Terms found to be partly or in whole invalid or unenforceable, it shall not affect the validity of the other terms and conditions of these Terms.

14. Applicable Law and Dispute Resolution

These Terms shall be governed, construed and interpreted in accordance with the laws of Finland, excluding its choice of law provisions.

All disputes arising out of or in connection with these Terms shall be primarily solved through negotiations between the Parties. Should the Parties fail to reach an agreement, the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce in accordance with the said rules. The arbitration shall be held in the city of Helsinki, Finland in the English language. All arbitration awards shall be final and binding on the Parties and enforceable in any court of competent jurisdiction.