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SERVICE SUPPLY AGREEMENT
HappyOrNot® - satisfaction measurement service

1. Parties to the Agreement

This Supply Agreement (“Agreement ”) is made by and between

Musical Theater Karlin (“Customer”)

Address: Krizikova 10

18617 Prague 8

Czech Republic

Contact person: Egon Kulhánek

ID:00064335

and

HappyOrNot Ltd, FI2260302-1 (“Supplier" or ",Service Provider")

Address: Vuolteenkatu 20

33100 Tampere

Finland

Contact person: Heikki Väänänen

VAT: FI22603021

Hereinafter Customer and Supplier together the Parties or separately the Party.

1. Scope and Purpose of the Agreement

The purpose of this Agreement is to agree upon the terms according to which the Customer purchases the Service from the Supplier in order to measure customer satisfaction. The term of this Agreement is 12 months beginning at the commencement of the Service ("Term") and will be extended for other 12 months if customer will continue the agreement with written notice 1 month before the contract end.

The scope of this Agreement is the HappyOrNot -service, provided by HappyOrNot Ltd (FI22603021 "Service Provider ”), including devices and systems (“Service ") that are defined in Appendix 1.

1. Delivery of services
* Service includes an agreed amount of devices (“Device”) or Web Smiley panels (“Web Smileys”) for customer satisfaction measurement and back-end reporting service.
* When ordering Devices, Customer is responsible to ensure that the necessary data and telecommunication systems which Service requires are available (2G GSM network signal needed for device to upload reports). Service login is protected.
1. Technical support and other supportive measures
* Technical support and other supportive measures included in Service are defined in Appendix 1.
* Supplier and HappyOrNot Ltd is entitled to use Customer’s name and/or logo as a reference.

2

1. Payments and payment terms

Payments for Service (excluding VAT):

Monthly payment per device xxx, total per month for 2 devices:

xxx

(12 months service fee for 2 devices in total 90 6x12 months=xxx)

Payment terms: 14 days net from the invoice date.

Monthly fees paid quarterly (3 months) in advance of the service period.

Customer Billing information:

Music Theater Karlin

ID :00064335

Egon Kulhánek

Bank information: Komerční banka

Address of the Bank: Praha 1, Na Příkopě 33, PSČ 114 04

Account No.: xxxxxxxx

IBAN: xxxxxxxxxx

Reference code / Purchase order number if any:

1. Entire Agreement

This Agreement, together with Appendices executed by the Parties, constitutes the entire agreement between the Parties concerning the subject matter hereof.

Appendix 1 Description of Service and supportive measures

Appendix 2 General Terms and Conditions of HappyOrNot service

No representation or promise relating to and no amendment or modification of this Agreement will be binding unless it is in writing and signed by an authorized representative of both Parties.

1. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in counterpart originals by their authorized representatives.

Tampere 18.1.2016 Prague 18.1.2016

Musical Theater Karlin Egon Kulhánek

HappyOrNot Ltd. Heikki Väänänen

3

APPENDIX 1: Description of service and support measures

1. SERVICE AT DELIVERY (Device)
* The device is delivered ready for use.
* The device comes with a question sign rack.
* The device contains a GSM module for sending and receiving information. Customer is responsible to have the necessary data and telecommunication system which the Service requires (2G GSM network signal required for device to upload reports. Supplier is not liable for issues arising as a result of 3rd party carrier network providers.).
* The device includes batteries and a SIM card with its own telephone number. The Customer shall be responsible for changing the batteries (3 standard D-cell batteries) when necessary and acquiring new batteries at their own expense. See related section MISCELLANEOUS below.
* The Customer's contact person at the location where the device is in operation (service) is responsible to check and confirm certain information (e.g., serial number in the bottom of the device) when they receive the device.
* Reports are sent via e-mail once a day, week and/or monthly.
1. SERVICE AT DELIVERY (Web Smiley)
* The Web Smiley panel comes as is, ready to be used. To the Customer, the Web Smiley panel comes in the form of

a script. The scrip should not be edited. The panel dimension, look & feel and position on the customer web page cannot be customized.

* The script will become active on the customer’s web site once deployed by the customer’s web administrator.
* The script includes a question identifier (token) that is used in the reporting system to generate the appropriate

reports.

* Each Web Smiley panel is unique and it is not to be duplicated and installed to multiple web pages. If the Customer wishes to measure satisfaction on multiple web pages, Customer will have to order multiple panels.
* Each panel purchased by Customer can have the same question or different question depending on Customers preference.
* The service start date is the day when Supplier delivers the needed script to the customer (via email). After that the Supplier considers the service as delivered.
* The customer contact person who has access to the management of the customer’s web site is responsible to make sure that the script is deployed to the correct page on the web site and according to the installation instructions.
* Reports are available via HappyOrNot web based reporting service.
1. WEB USER INTERFACE FOR ACCESS TO, AND ANALYSIS OF, INFORMATION
* A previously agreed number of user rights are granted to the Customer. A main user with admin rights shall be created for the Customer. In addition to examining information, a named admin user has the rights to create new studies. The minimum time limit for changing question is one day.
* Web user interface is always accessible (with the possible exception of short periods of time during which the software is updated).
1. QUESTION MATERIAL SUPPORT

The Supplier offers a digital template for the question sign to be used with the Device upon service start. The question sign

template is tailored to fit the branding and image of the Customer, based on their instructions and approval.

1. IMPLEMENTATION SUPPORT FOR SOFTWARE

The Supplier shall arrange a joint training for admin user via telephone or webinar (unless differently agreed).

1. TECHNICAL SUPPORT

4

E-mail support in English is available on weekdays from 8:00 am to 5:00 pm (UTC+2)

1. BREAKAGE OF DEVICES

Supplier is responsible for non-conformities in material and workmanship only in accordance with 7.1 (Appendix2) of this Supply Service Agreement. In the event that a device should become broken, a functioning device will be delivered within 30 days (with agreed delivery terms) from receiving the request for support, without additional cost to Customer. However, if Customer is found to be in breach of General Terms and Conditions of service (appendix 2), then Customer is responsible for the covering the costs of a replacement device at a cost of xxx for the new device, excluding labor, Ex-works Customer’s location, not including VAT, shipping costs or customs, including any other costs associated with breakage of the device(s) as a result of Customer transportation of the device(s) from one branch to another.

1. MISCELLANEOUS

Only representatives of HappyOrNot Ltd are entitled to open the panel of the measurement device. The only exceptions are in the cases of either replacing the batteries and/or SIM card which can be done by the Customer following written authorization from Supplier. Replacements carried out by Customer are to be performed in exact accordance with instructions are provided by Supplier. Any deviance from the instructions resulting in device damage, faults, errors, etc. will be the responsibility of Customer.

Customer is responsible for keeping the device clean.

5

APPENDIX 2: General Terms and Conditions of HappyOrNot Service

1. APPLICATION AND DEFINITIONS
	1. Service Provider and Supplier provides the Service in accordance with the Agreement to the Customer in accordance with these general terms and conditions.
	2. Definitions, including

’’End user” refers to the actual user of the Service.”Software” means computer programs, Software as a Service, other software (installed to the Service Provider's servers or elsewhere), Web applications and user protocols, Product upgrades, related documentation and modifications related to the Products described;

"Software update” refers to alteration of Software released by the Service Provider and meant to correct known defects. A Software update may also include new functional characteristics, but does not include actual new functionalities.

"Software version" refers to Software released by the Service Provider including new functionalities.

"Service" refers to the Service Provider’s complex defined in the Agreement that consists of devices. Software and systems developed by the Service Provider and their offering to the Customer as service so that information obtained with the help of the service is at the use of the Customer via data network.

1. IPR “Intellectual Property Rights” include, but are not limited to: (i) patents, design patents, industrial design registrations, copyrights and copyrightable works, trademarks, trademark registrations, licensed trade-mark rights, service marks, servicemark registrations, trade names, service names, brand names, logos, trade dress, Internet domain names, registrations, and all applications for any of the foregoing, including all priority applications, divisionals, continuations, continuations-in-part, substitutions, reissues, re-examinations, extensions, and all foreign counterparts thereof, and all goodwill symbolized thereby and appurtenant thereto and any licenses or sublicenses with respect to any of the foregoing; (ii) trade secrets, concepts, ideas, discoveries, products, procedures, methods, materials, inventions, technology, formulae, know-how, show-how, proprietary information, research material, specifications, surveys, designs, drawings, processes, improvements, developments and other similar rights (including other unpatented or unpatentable proprietary or confidential information, systems or procedures); (iii)3 computer software and related documentation, including operating software, source and object code, network software, firmware, middleware, design software, design tools, schematics, compilers, design and functional specifications, management information systems, systems documentation and instructions, algorithms, databases and the tangible objects in which the foregoing rights are embodied; (iv) World Wide Web sites, World Wide Web pages, components, scripts (including cgi scripts), classes, interfaces, forms, databases, Java applets, Web-related code (including HTML, XML DHTML, Java, Active Server Pages and any similar code) and browser plug-ins; (v) artwork, photographs, drawings, graphics, animation, editorial copy and materials, formats, color schemes, look-and-feel, functions, features and designs, including all content currently or previously displayed through Internet sites; (vi) Customer, partner, prospect and marketing lists, market research data, sales data and traffic Internet log files and related reports, data mining reports, third-party Internet reports (including traffic and referral reports) and user data; and (vii) registrations, applications, recordings, common law rights, works of authorship, “moral” rights of authors, licenses and other agreements relating to any of the foregoing.
	1. Right of ownership, copyright and other intellectual property rights to the data and Service including alterations belong to the Service Provider or a third party from whom the Service Provider’s rights derive from. For the avoidance of doubt, no rights of ownership, copyright or other intellectual property rights relating to the data and the Services are transferred as a result of the Agreement or the provision of Services.
	2. Right of ownership, copyright and other intellectual property rights to data and material created by the Customer using the Service belong to the Customer.
2. RIGHT OF USE
	1. After paying the payments concerning right of use and other payments, the Customer shall obtain the right of use to the Service. The terms and conditions of the right of use are regulated in accordance with these General Terms and Conditions as well as in context with the implementation of the Software or in accordance with terms of right of use possibly delivered with it. The Customer does not receive an exclusive right to the use of the Service or Software
	2. The Customer receives right of use to the Service for a specific number of users or work station network or number of measuring devices specifically defined within the Agreement The Service may be used and documentation copied only within the scope provided by the Service defined within the Agreement. It is strictly forbidden to transport the measurement device from one branch location to another without the Supplier's express written consent
	3. Unless specifically agreed upon within the Agreement, the Customer shall not transfer, lease or otherwise surrender to a third party the right of use to the Service or use the Service in order to provide service center services or provide services to third parties. The Customer does not have the right to make alterations to the Software or copy any code or other material related to the Software, or alter the form of the Software code unless allowed by the imperative provisions of the Finnish Copyright Act.

3 4 Provided that the anonymity of the Customer’s data is not jeopardized, the Service Provider shall have the right of use to the data produced by the Customer provided by providing the Service, as well as the right to use and to communicate the anonymous data, in order to create statistical analysis and develop its operation.

3.5 Upon termination of the Agreement, Customer shall promptly dispose of the Devices himself in accordance with applicable laws and regulations. Service Provider provides Disposal service without additional cost. Customer shall at his own expense deliver devices to Service Provider to use the Disposal service. The Customer may, at his own discretion, choose not to take advantage of the disposal service made available by the Service Provider. When terminating a Web Smiley service agreement. Customer shall promptly remove all related scripts from their own web pages.

1. DATA PROTECTION AND CONFIDENTIALITY
	1. In their respective areas of responsibility, the contracting parties shall see to that possible rules and regulations concerning data protection and other confidentiality are taken into consideration.
	2. Both contacting parties are responsible for ensuring that no material, safe kept data or printouts breach the law, good practice or data protection concerning third parties.
	3. The contracting parties shall keep the content of this Agreement and its appendices confidential.
	4. The Contracting parties shall keep confidential all material and data received from the other party classed as confidential or understood as such as well as solely use them for the purposes of the Agreement. However, this confidentiality obligation does not concern material or information (a) that is generally available or otherwise public, (b) received by a Contracting party from a third party without confidentiality obligation, (c) that was in the possession of the receiving party without confidentiality obligation before it was received from the other Contracting party, or (d) that was independently developed by the Contracting party without using material or data received from the other Contracting party.
	5. At the termination of the Agreement or after the Contracting party no longer requires the material or data in question for the purposes of the Agreement, a contracting party shall immediately refrain from using the confidential material and data received from the other Contracting party or, unless otherwise separately agreed upon, return the material in question including all copies thereof. Both Contracting parties have the right to keep copies permitted by the law and regulations of the authorities.

6

* 1. The rights and obligations in accordance with this Section 6 shall remain effective for two (2) years after the Agreement between the Contracting parties has ended.
1. PAYMENT TERMS
	1. Public fees regulated by the authorities of Republic of Finland, VAT excluded, effective on the day of signing of this Agreement, are included in the prices mentioned within the Agreement - Customer is responsible for public fees or duties of its own operating area outside Finland. VAT shall be added to the prices in accordance with the regulations effective from time to time. In the event the basis or amount of VAT or other public fee regulated by the authorities changes due to changes to regulations or taxation practice, prices of Service and related devices shall correspondingly change.
	2. In the event the Customer’s payment installment is delayed over thirty (30) days from the expiration date, the Service Provider is entitled to refrain from all of its deliveries without liability until the Customer has paid all due payments to the Service Provider.
	3. The Service Provider has the right to annually adjust prices, excepting when Customer pays year’s fees in advance. The prices shall be adjusted annually by 31 December.
2. FORCE MAJEURE
	1. An unusual and influential incident independent from the Contracting parties that prevents the fulfillment of the Agreement and occurs after the Agreement was made and could not have been reasonably taken into consideration at the time the Agreement was entered into by the Contracting parties and the effects of which a Contracting party could not have reasonably avoided or overcome, is considered as force majeure.
	2. In the event fulfilling a contractual obligation is delayed due to force majeure or due to an act or omission of the other Contracting party, the time for fulfilling the contractual obligation is extended for as long as can be considered reasonable taking into consideration all circumstances affecting the fulfillment of the contractual obligations.
	3. Neither one of the Contracting parties shall be liable for delay or damage caused by force majeure.
	4. A Contracting party shall immediately and in writing inform the other Contracting party of any delay of fulfilling a contractual obligation caused by force majeure. In addition, the Contracting parties shall immediately and in writing inform each other of the ending of such force majeure, after which the Contacting parties shall agree on its impact on the delivery and establish the latest acceptable delivery date.
3. DAMAGES AND LIMITATION OF LIABILITY
	1. A Contracting party’s liability due to breach of agreement for damages concerning direct costs and damages caused to another Contracting party shall not exceed EUR twenty thousand (20 000).
	2. The Service and associated Software are provided "AS IS" and without warranty of any kind and Service Provider/Supplier expressly disclaim all other warranties, express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Under no circumstances will Service Provider/Supplier be liable for damages, either direct or consequential, arising from the use of this product or from the inability to use this product, even if Company has been informed in advance of the possibility of such damages. The parties agree that the product is not inherently dangerous and so the parties instruct any arbitration panel or judge that strict liability shall not apply; the commercial terms were based upon this agreement.
	3. Unless otherwise agreed, a Contracting party shall not be liable for any destruction, loss or alteration of data or information or damages or expenses caused by it such as costs caused due to recreating the data to the other contracting party, however caused.
	4. Limitations of liability do not apply to damage that is caused intentionally or with gross negligence. In addition, the limitations of liability do not apply to claims or damages concerning any use of Service that is against the law or purposes of the Agreement, or surrender to a third party.
	5. The Contracting parties are liable to carefully use, transport and safe keep products under the right of use and received from one another. In the event a Contracting party neglects the obligation, loss for damage caused to the other Contracting party shall be compensated by the neglecting party.
	6. The warranty period twenty-four (24) months starting from the date the Products were delivered to the first carrier or eighteen (18) months from the installation date of the Products or until the termination of Customer subscription to Service platform, whichever expires first. The Supplier shall provide spare parts without charge to the Products during the warrant period.
4. BREACH OF AGREEMENT AND CANCELLATION OF AGREEMENT
	1. In the event a Contracting party materially breaches the terms of the Agreement and does not, within a reasonable time limit of minimum of ten (10) days set by the other Contracting party in written, remedy the breach in question, the Contracting party suffering the breach has the right to cancel the Agreement for the part considered reasonable.
5. TERM OF THE AGREEMENT
	1. Unless otherwise agreed upon by the parties, the Agreement will continue on a rolling one year contract basis until terminated by the Contracting parties at least two (2) months in advance of the end of the present contract period. Barring any written termination of the contract, the contract will be automatically extended for another year. The notice of termination shall be delivered to the other Contracting party in writing.
	2. The Service Provider has the right to amend these General Terms and Conditions with a written notice to the Customer and, in that case, shall provide the amended Terms and Conditions to the Customer no later than thirty (30) days before the amended Terms and Conditions become effective.
	3. In the event the Customer objects to the amended Terms and Conditions becoming effective, the Customer shall notify the Service Provider about the objection in fourteen (14) days after the General Terms and Conditions have been sent. In this event, these General Terms and Conditions shall be applied to the contractual relationship between the Service Provider and the Customer and the right of use ends in three (3) months after the Service Provider has received the Customer’s notification of objection.

10 APPLICABLE LAW AND DISPUTE RESOLUTION

10.1 The laws of Finland shall apply to the contractual relationship between the Contracting parties. The parties shall seek remedy to disputes concerning interpretation or fulfilling the Agreement in amicable negotiations. In the event no resolution can be reached in amicable negotiations between the Contracting parties in thirty (30) days, the dispute shall be settled in the District Court of Helsinki.