

Fingertip End User License Agreement (EULA)

Version 4.4

Effective Date: 2025-08-25

This End User License Agreement (“Agreement”) governs the use of Fingertip software (“Software”), including its deployment within the Microsoft Teams environment. By downloading, installing, accessing, or using the Software, you agree to be bound by the terms of this Agreement. If you are accepting these terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that entity to this Agreement.

- a) The Software is delivered as a managed solution installed within the Customer’s Microsoft 365 tenant. Fingertip does not host or store Customer Data, and does not transmit any identifiable user data, except for license holder information required for account management and support.
- b) This Agreement applies to both paid licenses and trial use of the Software. Trial use is subject to the same terms, except where explicitly stated otherwise.
- c) If you do not agree to these terms, do not download, install, access, or use the Software.

1. Definitions

For the purposes of this Agreement:

“**Customer**” means the entity or individual entering into this Agreement with Fingertip, including any affiliates specified in the applicable Order Form.

“**Software**” means the Fingertip application licensed under this Agreement, including updates and enhancements provided during the License Term.

“**Customer Data**” means any content created, stored, or processed by the Customer within the Software, Microsoft Teams, or Dataverse. Fingertip does not access or process Customer Data.

“**Business Metadata**” means license holder names, roles, contact details, and subscription information collected solely for account management, support, and compliance purposes.

“**Telemetry Data**” means anonymized usage metrics such as feature usage, user counts, and license activity collected only if the Customer has explicitly opted in via the Order Form.

“**License Term**” means the period during which the Customer is authorized to use the Software, as specified in the applicable Order Form.

“**Order Form**” refers to any document or registration that sets out the details of the Software licensed, the number of users, applicable fees, and other relevant terms.

“Third-Party Software” means software components embedded in or accompanying the Software and provided under separate license terms.

2. License Grant

Subject to the terms of this Agreement and the applicable Order Form, and upon timely payment of all fees, Fingertip grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable right to install and use the Software solely within the Customer’s Microsoft 365 tenant for internal business operations, with the following rights and restrictions:

- a) The Software is deployed as a managed solution in the Customer’s Power Platform environment and operates entirely within Microsoft Teams. Fingertip does not host or control the runtime environment.
- b) The license is restricted to the number of users and usage parameters specified in the Order Form. All usage must comply with Microsoft licensing requirements and Fingertip’s Acceptable Use terms.
- c) The Customer may receive updates, enhancements, and new versions during the License Term, provided such updates do not materially alter the core functionality.
- d) All rights not expressly granted to the Customer are reserved by Fingertip and its licensors. The Software is licensed, not sold.

3. Trial License

If the Customer accesses the Software under a trial license, Fingertip grants a time-limited, non-exclusive, non-transferable, non-sublicensable right to use the Software solely for evaluation purposes. The trial license does not include any entitlement to support, service-level commitments, or continued access beyond the trial period. Fingertip trial licenses are governed by the following clauses:

- a) The Customer acknowledges that trial use is subject to the same Acceptable Use and Customer Obligations as paid licenses, and that Fingertip may terminate trial access at any time without notice.
- b) Upon expiration of the trial period, the Customer shall cease all use of the Software and delete or destroy all copies and related documentation unless a paid license is activated.
- c) Fingertip shall not be liable for any loss of data or configuration during the trial period. The Customer is solely responsible for ensuring that any trial deployment complies with its internal policies and licensing requirements.

4. Customer Obligations

The Customer is responsible for installing, configuring, and maintaining the Software within its Microsoft 365 tenant. Fingertip cannot assist in data recovery, backup, or internal security enforcement. Customer obligations include but are not limited to:

- a) The Customer shall ensure that all users have valid Microsoft 365 and Power Platform licenses required to operate the Software.
- b) The Customer shall implement appropriate data loss prevention measures, including regular backups and disaster recovery procedures. Fingertip cannot assist in restoring lost or corrupted data in the Customer tenant.
- c) The Customer shall restrict access to the Software to authorized users only and shall maintain appropriate access controls using Microsoft Entra ID or equivalent identity management systems.
- d) The Customer shall comply with all applicable laws and regulations, including data protection laws, and shall obtain any necessary consents or notices required for lawful use of the Software.
- e) The Customer shall not modify, reverse engineer, or attempt to bypass usage restrictions or license limits embedded in the Software.

5. Acceptable Use

The Customer shall use the Software in a manner that is lawful, ethical, and consistent with its intended purpose. The Software may not be used to transmit, store, or process unlawful, defamatory, or infringing content, nor may it be used to develop or distribute competing products. The following clauses apply to acceptable use:

- a) The Customer shall not attempt to gain unauthorized access to systems, data, or services not intended for its use, nor should they interfere with the integrity or performance of the Software or its components.
- b) The Customer shall not circumvent license restrictions, authentication mechanisms, or usage limits defined in the Order Form or embedded in the Software.
- c) Fingertip reserves the right to suspend or restrict access to the Software if it reasonably believes the Customer has violated this Acceptable Use clause, provided that such action is proportionate and communicated in writing.

6. Data Protection & Security

Fingertip is committed to maintaining a high standard of data protection and security. The Software is deployed entirely within the Customer's Microsoft 365 tenant, and Fingertip does not host, store, or transmit Customer Data. All data generated through use of the Software resides in the Customer's Dataverse environment, and Fingertip personnel do not have access to the environment unless explicitly granted by the Customer. The following clauses apply to data protection:

- a) Fingertip does not host, store, or access any Customer-Controlled Data. All such data resides exclusively within the Customer's Microsoft 365 tenant and is governed by the Customer's infrastructure, permissions, and regional settings.
- b) Fingertip acts solely as a processor for limited Business Metadata (such as license holder contact details) and Telemetry Data and only where the Customer has explicitly opted in via the Order Form or a separate written agreement.

- c) Fingertip shall implement and maintain appropriate technical and organizational measures to protect any business metadata it processes, including license holder contact details, against unauthorized access, disclosure, or alteration. These measures include encryption in transit, role-based access controls, and internal security policies **aligned with ISO 27001 and SOC 2** principles.
- d) Upon reasonable request, Fingertip may provide documentation describing its technical and organizational measures, including summaries of internal policies, penetration test results, and audit readiness materials.
This alignment applies solely to Fingertip's internal systems and does not extend to Customer-Controlled Data
- e) The Customer is the controller of all data processed within its Microsoft 365 environment, including any content created or stored in Microsoft Teams, Dataverse, SharePoint, or other Microsoft services. Fingertip does not determine the purposes or means of processing Customer-Controlled Data and shall not access such data unless separately authorized in writing.
- f) Each party shall comply with applicable data protection laws, including the **General Data Protection Regulation (EU) 2016/679 ("GDPR")**, the **California Consumer Privacy Act ("CCPA")**, and any other relevant legislation.
- g) The Customer is solely responsible for securing its own Microsoft 365 environment, including data classification, retention, backup, and disaster recovery. Fingertip cannot assist in data recovery or breach response related to Customer Data.
- h) The parties agree to the terms of the **Fingertip Data Processing Addendum ("DPA")**, which is incorporated by reference into this Agreement. In the event of conflict between this Agreement and the DPA, the DPA shall prevail with respect to data protection matters.
- i) Fingertip's use of Microsoft Graph API and Power Platform connectors is governed by Microsoft's delegated access policies. All data flows occur under the Customer's existing permissions and identity management systems.
- j) Fingertip may collect anonymized usage data (e.g., feature usage, user counts) only if the Customer has explicitly opted in via the Order Form or a separate written agreement.
- k) Customers who have opted in to telemetry collection may revoke their consent at any time by providing written notice to Fingertip. Upon revocation, Fingertip shall cease further collection of usage data and delete any previously collected telemetry within thirty (30) days, unless retention is required by law or for compliance purposes.

7. Limitation of Liability

To the maximum extent permitted by applicable law, Fingertip shall not be liable for any damages arising out of or related to the use of, or inability to use, the Software or any services provided under this Agreement. This includes, but is not limited to:

- a) Loss of profits, revenue, or business opportunities;

- b) Loss or corruption of data;
- c) Business interruption or downtime;
- d) Costs incurred from substitute goods or services;
- e) Any indirect, incidental, special, consequential, or punitive damages.

Fingertip shall not be liable for any decisions made by the Customer based on information, dashboards, analytics, or recommendations generated by the Software, including those produced by artificial intelligence features. The Customer acknowledges and agrees that all decisions made using the Software are made at the Customer's sole discretion and risk.

In any event, Fingertip's total aggregate liability under this Agreement shall not exceed the amount of fees paid by the Customer for the Software or services giving rise to the claim during the twelve (12) months preceding the event that triggered the liability. This limitation shall survive the termination or expiration of this Agreement.

The foregoing limitations shall not apply to liability arising from:

- a) Fingertip's gross negligence or willful misconduct;
- b) Fingertip's breach of its confidentiality obligations under this Agreement;
- c) Fingertip's infringement of third-party intellectual property rights.

7.1. Service Availability

Fingertip does not guarantee uptime, availability, or uninterrupted operation of the Software. The Software is deployed entirely within the Customer's Microsoft 365 tenant and operates on Microsoft infrastructure. Fingertip does not host, control, or monitor the runtime environment and cannot influence its performance. Customers are responsible for maintaining their own Microsoft 365 environment, including network reliability, service availability, and platform dependencies.

The Fingertip Software operates entirely within the Customer's Microsoft 365 tenant and relies on Microsoft services and infrastructure, including but not limited to Power Platform, Dataverse, Microsoft Teams, Graph API, and Power Automate.

Fingertip does not host or monitor the runtime environment. See Section 6 for architectural details and hosting disclaimers. All data flows, connectors, and integrations are governed by Microsoft's delegated access policies and subject to Microsoft's terms of service.

Fingertip shall not be liable for any outages, failures, limitations, or changes in third-party services, nor for any impact such events may have on the Customer's use of the Software.

The Customer is responsible for maintaining its own Microsoft 365 environment, including licensing, configuration, network reliability, service availability, and platform dependencies.

7.2. Support Service Level Agreement (SLA)

Fingertip provides standard support services during business hours, Monday to Friday, from 09:00 to 15:00 Eastern European Time (EET), excluding Finnish public holidays. Support inquiries may be submitted via designated contact person.

Fingertip will respond to reported defects according to the following severity levels:

- a) Major Defect – A critical issue that significantly impairs core functionality or prevents use of the Software. Fingertip will respond within one and a half (1.5) business days.
- b) Minor Defect – A non-critical issue that does not materially affect core functionality. Fingertip will respond within three (3) business days.

Response time refers to initial acknowledgment and assignment of the issue.

Resolution timelines may vary depending on complexity, customer environment, and availability of reproduction steps.

8. Artificial Intelligence Compliance

Fingertip acknowledges the applicability of the European Union Artificial Intelligence Act (“EU AI Act”) to certain software functionalities involving automated decision support. Fingertip does not offer or deploy high-risk AI systems as defined under the EU AI Act.

- a) The Software may include analytics and recommendation features designed to assist users in decision making; however, these features do not operate autonomously and do not process personal data for profiling or predictive purposes.
- b) All AI features are disabled by default and may be enabled only by the Customer’s administrator via the Fingertip Admin App. Use of AI features requires a valid Fingertip Enterprise license and allocation of AI Builder credits within the Customer’s Power Platform environment.
- c) Fingertip’s AI capabilities are delivered through Microsoft’s Azure OpenAI services and governed by Microsoft’s security and privacy controls. Fingertip does not transmit any Customer Data to external AI systems.
- d) Customers remain responsible for evaluating the use of Fingertip’s AI features within their own compliance frameworks and for ensuring that any deployment aligns with applicable legal obligations.

9. Indemnification

Fingertip shall defend, indemnify, and hold harmless the Customer against any third-party claim alleging that the Software, when used in accordance with this Agreement, infringes such third party’s intellectual property rights. Fingertip shall bear the costs of any settlement or final judgment awarded against the Customer, including reasonable legal fees, provided that the Customer promptly notifies Fingertip of the claim, allows Fingertip to control the defense and settlement, and cooperates reasonably in the process.

- a) This indemnity shall not apply to claims arising from the Customer's misuse of the Software, including use in violation of this Agreement, modification of the Software by the Customer or a third party, or use of the Software in combination with other products or services not provided by Fingertip, where such combination causes the alleged infringement.
- b) The Customer shall indemnify, defend, and hold harmless Fingertip from any third-party claims arising out of the Customer's breach of applicable laws or regulations, misuse of the Software, or submission of data or content that infringes third-party rights or violates applicable law.
- c) Each party's indemnification obligations under this Agreement shall be subject to the limitations of liability set forth herein, except in cases of gross negligence, willful misconduct, or breach of confidentiality.

10. Renewal and Termination

Unless otherwise agreed in writing in the applicable Order Form, this Agreement shall automatically renew for a term equal to the expiring term or one (1) year, whichever is shorter. Either party may prevent renewal by providing written notice of non-renewal at least sixty (60) days prior to the end of the then-current term.

The following clauses apply to Renewal and Termination:

- a) If the Customer is using the Software under a trial or beta license, the Agreement shall not automatically renew. Upon expiration of the trial period, the Customer shall promptly discontinue use of the Software and delete or destroy all copies and related documentation, unless a paid license is activated.
- b) The Customer may terminate this Agreement at any time by uninstalling the Software and ceasing all use. Fingertip may terminate the Agreement with immediate effect if the Customer fails to pay any undisputed invoice within thirty (30) days of receiving a payment reminder, or if the Customer materially breaches this Agreement or infringes Fingertip's intellectual property rights and fails to cure such breach promptly after receiving written notice.
- c) Upon termination for any reason, the Customer shall promptly delete or destroy all copies of the Software and any associated documentation. Termination shall not relieve the Customer of any payment obligations incurred prior to the effective date of termination.
- d) Fingertip offers optional offboarding assistance, including documentation of data models and technical guidance for secure data extraction. All data generated through use of the Software remains within the Customer's tenant.

11. Data Act Compliance

Fingertip acknowledges the applicability of Regulation (EU) 2023/2854 ("Data Act") to certain cloud-based software providers. However, due to the Software's architecture, Fingertip does not host, store, or control Customer-Controlled Data and **does not act as a data holder** in relation to such data.

- a) Fingertip does not act as a data holder under the Data Act and does not assume any obligations related to data portability, reversibility, or third-party access unless explicitly agreed in writing.
- b) All data generated through use of the Software resides within the Customer's Microsoft Dataverse environment. Fingertip does not access or process such data unless explicitly authorized.
- c) The Customer retains full control over data access and export, including the ability to retrieve Dataverse data in structured, commonly used formats such as CSV, Excel, or PDF.
- d) Any assistance provided by Fingertip in connection with data export or migration shall be considered a professional service subject to separate agreement and pricing.
- e) The Customer remains solely responsible for fulfilling any Data Act obligations applicable to its own data environment.
- f) Business Metadata and Telemetry Data, as well as any third-party assets protected by intellectual property rights, trade secrets, or service integrity requirements, shall not be subject to portability obligations unless separately agreed in writing.

12. Audit Rights

To ensure compliance with the terms of this Agreement, Fingertip reserves the right to audit the Customer's use of the Software. Such audits may include verification of license scope, user count, usage restrictions, and adherence to permitted use as defined in the Order Form.

The following clauses apply to Audit Rights:

- a) Audits shall be conducted no more than once per calendar year, unless Fingertip has reasonable grounds to suspect non-compliance. Fingertip shall provide the Customer with at least thirty (30) days' prior written notice and conduct the audit during normal business hours in a manner that minimizes disruption to the Customer's operations.
- b) The Customer agrees to cooperate in good faith with any audit, including providing reasonable access to relevant records, systems, and personnel necessary to verify compliance. Fingertip shall treat all information obtained during the audit as confidential.
- c) Audit scope shall be strictly limited to license compliance. Fingertip shall not access, inspect, or request access to Customer Data, business processes, or unrelated systems unless separately agreed in writing.
- d) If an audit reveals material non-compliance, the Customer shall promptly remedy the breach, including payment of any underpaid fees. If the audit reveals a license overage of more than ten percent (10%), the Customer shall also reimburse Fingertip for the reasonable costs of the audit.

13. Confidentiality

Each party agrees to maintain in strict confidence all materials and information received from the other party that are marked as confidential or would reasonably be understood to be confidential, regardless of format or medium. Such information shall be used solely for the purposes of fulfilling obligations under this Agreement.

The following clauses apply to Confidentiality:

- a) Fingertip shall not access or receive Customer Data unless explicitly authorized in writing by the Customer. Any such access shall be limited to the scope necessary to fulfill the agreed purpose and shall be subject to confidentiality obligations no less protective than those set forth herein.
- b) Access to confidential information shall be limited to personnel who require such access to fulfill Fingertip's obligations and who are bound by confidentiality agreements.
- c) The confidentiality obligations shall not apply to information that is publicly available, lawfully received from a third party without restriction, already in the receiving party's possession without obligation, independently developed, or required to be disclosed by law or court order.
- d) Upon termination of this Agreement, each party shall cease use of and, unless otherwise agreed, return or securely destroy all confidential information. Each party may retain copies as required by law or regulatory obligations.
- e) These obligations shall survive termination of this Agreement and remain in effect for a period of three (3) years thereafter.

14. Intellectual Property Rights

All rights, title, and interest in and to the Software, including all associated intellectual property rights such as copyrights, trademarks, patents, trade secrets, know-how, and any related tools, methodologies, updates, enhancements, and derivative works, shall remain the sole and exclusive property of Fingertip or its third-party licensors.

The following clauses apply to Intellectual Property Rights:

- a) This Agreement does not grant the Customer any ownership rights in the Software. The Customer is granted only a limited license to use the Software as expressly set forth in this Agreement.
- b) The Customer shall not remove, alter, or obscure any proprietary notices, labels, or marks on the Software, nor shall the Customer claim any ownership or rights in the Software or any part thereof.
- c) All data generated through use of the Software remains the property of the Customer and resides within the Customer's Microsoft 365 tenant. Fingertip does not claim any rights to Customer Data or content created within the Software.
- d) All documentation, training materials, and marketing collateral provided by Fingertip in connection with the Software remain the intellectual property of

Fingertip and may not be reproduced, modified, or distributed without prior written consent.

15. Export Control and Sanctions Compliance

The Customer agrees to comply with all applicable export control and economic sanctions laws and regulations, including those of the European Union, the United States, and any other relevant jurisdiction, in connection with its use of the Software.

The following clauses apply to Export Control and Sanctions Compliance:

- a) The Customer shall not, directly or indirectly, export, re-export, transfer, or make the Software available to any country, individual, or entity that is subject to applicable export restrictions or sanctions, or for any purpose prohibited by applicable export control laws.
- b) Fingertip does not transmit Customer Data across borders or host any customer content.
- c) Fingertip reserves the right to suspend or terminate access to the Software if it reasonably believes that the Customer's use violates applicable export control or sanctions laws.

16. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of Finland, excluding its conflict of law principles.

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, shall be finally settled by **arbitration under the Arbitration Rules of the Finland Chamber of Commerce (FAI)**.

- a) The **seat** of arbitration shall be **Helsinki, Finland**.
- b) The **language** of the proceedings shall be **English**, unless the parties agree otherwise.
- c) The **tribunal** shall consist of **one arbitrator**, unless the FAI determines otherwise.
- d) The **award** shall be final and binding on the parties and may be enforced in any court of competent jurisdiction.
- e) Nothing in this section prevents either party from seeking **interim or injunctive relief** in a competent court to protect intellectual property or confidential information.

If this arbitration agreement is held invalid or unenforceable by a court of competent jurisdiction, the parties agree that disputes shall instead be resolved by the **courts of Helsinki, Finland**, applying Finnish law.

17. Survival

The termination or expiration of this Agreement shall not affect the rights and obligations of the parties that, by their nature or express terms, are intended to survive.

The following clauses apply to Survival:

- a) Without limitation, the following sections shall survive termination: Confidentiality, Limitation of Liability, Indemnification, Intellectual Property Rights, and Governing Law and Dispute Resolution.
- b) Any rights or remedies accrued prior to termination shall remain enforceable. The Customer shall remain liable for any unpaid fees or breaches occurring prior to termination.

18. Feedback

The Customer may provide Fingertip with feedback, suggestions, or ideas relating to the Software or associated services. Fingertip shall be free to use such feedback without restriction, obligation, or compensation, and the Customer hereby grants Fingertip a non-exclusive, perpetual, irrevocable license to use such feedback for any purpose, including product improvement and development.

The following clauses apply to Feedback:

- a) Feedback shall not be considered confidential information, even if marked as such, unless otherwise agreed in writing.
- b) Fingertip shall not attribute feedback to the Customer or its users in public materials without prior written consent.

19. Miscellaneous

This Agreement, including any referenced documents such as the Data Processing Addendum and Order Forms, constitutes the entire agreement between the parties concerning the Software and supersedes all prior or contemporaneous communications, proposals, or agreements, whether oral or written.

The following miscellaneous clauses apply to the entire agreement:

- a) No modification or amendment to this Agreement shall be effective unless made in writing and signed by both parties. Fingertip may propose updates to this Agreement to reflect changes in applicable law or its business practices. Any such updates shall become effective upon mutual agreement or continued use of the Software after notification.
- b) Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except that Fingertip may assign this Agreement without consent in connection with a merger, acquisition, or sale of substantially all its assets.

- c) Fingertip may use subcontractors to fulfill its obligations under this Agreement. Fingertip remains responsible for the performance of its subcontractors as if performed by Fingertip itself.
- d) If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid provision shall be replaced with a valid one that most closely reflects the original intent.
- e) Failure by either party to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that or any other provision.
- f) Fingertip warrants that the Software, when installed and used in accordance with its documentation, will perform in all material respects as described. This warranty does not apply to trial use, misuse, or modifications made by the Customer. Fingertip does not warrant uninterrupted or error-free operation and disclaims all other warranties, express or implied, including merchantability, fitness for a particular purpose, and non-infringement, to the maximum extent permitted by law.
- g) Neither party shall be liable for any failure or delay in performance under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor disputes, governmental actions, or outages in Microsoft infrastructure. The affected party shall notify the other party promptly and use commercially reasonable efforts to resume performance.
- h) Fingertip may offer optional services such as training, onboarding assistance, consulting or support services. These services are not included by default and shall only be provided if explicitly agreed in the applicable Order Form. Fingertip disclaims any obligation to deliver such services unless separately contracted. The scope, pricing, and delivery of optional services shall be governed solely by the Order Form.
- i) The Software is designed for use within the Microsoft Teams environment and inherits platform-level accessibility features available in Microsoft 365. The Software may have limitations depending on device type, screen resolution, and user configuration. To the maximum extent permitted by applicable law, Fingertip disclaims warranties regarding complete accessibility compliance.
- j) Except as expressly agreed in a signed order form, Fingertip does not warrant full conformity with specific accessibility standards (e.g., WCAG 2.1 or EN 301 549). Upon request, Fingertip will provide available accessibility documentation (e.g., ACR/VPAT) and cooperate in good faith to assess suitability within Customer's Microsoft 365 tenant.
- k) Where applicable law or procurement terms require specific accessibility conformance (including EN 301 549), the parties may agree on a separate accessibility statement/SLA setting scope, timelines, and fees for any remediation or reasonable accommodations.
- l) Fingertip shall not use the Customer's name, logo, trademarks, or other identifying information in marketing materials, presentations, case studies, or public references without the Customer's prior written consent. Any such consent must be documented in the applicable Order Form or a separate written agreement.

20. Contact

To exercise your rights regarding your Personal Data, or if you have questions regarding this Data Processing Addendum or our data practices, please mail us at:

Name:	Fingertip Ltd.
Business ID:	FI24093467
Correspondence address:	Bulevardi 21, 00180 Helsinki, Finland
Contact number:	+358 40 547 3566
E-mail address:	info@fingertip.fi