

GENERAL TERMS AND CONDITIONS FOR AIRBUS SmarTWISP PROGRAM

By submitting the application for the SmarTWISP Program (as defined below) and/or entering the SmarTWISP portal and/or by receiving material from Airbus related to Airbus Tetra infrastructure and terminals within the SmarTWISP Program the Developer (as defined below) hereby accepts these general terms and conditions for SmarTWISP and any amendments thereof (hereinafter "General Terms") and commits to comply with the provisions of these General Terms ("Acceptance"). Furthermore, in connection with the Acceptance the Developer also certifies and warrants the information provided in connection with application for the SmarTWISP Program as true and correct.

These General Terms set forth the terms and conditions according to which Airbus (as defined below) may give access to a program Developer to SmarTWISP Program which is a development environment for the purpose of developing applications or accessories for Airbus infrastructure and terminal products and as further defined below. It is acknowledged that Airbus may at its sole option decide which applicants are accepted to the SmarTWISP Program and that Airbus may revoke the access in case any information provided by the Developer is incorrect or untrue or if circumstances otherwise justify the revocation.

The Developer is a professional software or hardware developer and wishes to obtain from Airbus certain materials available to members of SmarTWISP Program as well as to obtain copies of and licenses to use certain software and material which are made available to the members of SmarTWISP Program strictly in accordance with these General Terms.

DEFINITIONS

"Acceptance"	shall mean Developer's acceptance of the General Terms and the commitment to comply with the provisions of these General Terms by submitting the application for the SmarTWISP Program and/or by entering into and/or taking use of the SmarTWISP developer environment and/or by receiving Collaboration Material from Airbus
"Agreement"	shall mean the agreement between Airbus and the Developer relating to the access and membership in the SmarTWISP Program and which agreement is concluded upon Developer's Acceptance of the General Terms
"Affiliate(s)"	shall mean any entity controlling, controlled by or under common control with Airbus Defence and Space Oy and any entity of which Airbus Group S.E is the ultimate parent company, where "control" means an entity's (a) ownership, directly or indirectly, of equity securities entitling it to exercise in the aggregate at least 50% of the voting power of the entity in question; or (b) possession directly or indirectly, of the power to direct or cause the direction of the management and policies of or with respect to the entity in question, whether through ownership of securities, by contract or otherwise
"Airbus"	shall mean Airbus Defence and Space Oy of Hiomotie 32 (P.O.Box 168), FIN-00381 Helsinki, Finland, business identity code 1971133-9 including its Affiliates

- “Collaboration Material” shall mean the material, items and information provided and/or made available to the Developer, always at Airbus’ sole discretion, under the SmarTWISP Program, including but not limited to guidelines, examples, training documents, software binaries, source code and development license files
- “Confidential Information” shall mean any technical, financial and commercial information and data relating to Party’s or its affiliates’, resellers’ or suppliers’ respective businesses, finances, planning, facilities, products, techniques and processes and shall include, without limitation, discoveries, ideas, concepts, benchmarking results, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs, disks, diskettes, tapes, marketing plans, customer names and other technical, financial or commercial information, whether in tangible or intangible form
- “Developer” shall mean a professional software or hardware developer, a natural person or a legal entity, who wishes to obtain from Airbus certain materials which are available to members of SmarTWISP Program as well as to obtain copies of and licenses to use certain software which are made available to the members of SmarTWISP Program strictly in accordance with these General Terms
- “General Terms” shall mean these general terms and conditions for SmarTWISP
- “Loan Agreement” shall mean the agreement which states the terms and conditions under which Airbus loans to the Developer a device such as but not limited to Tactilon Dabat hybrid terminal device for the purposes of development and testing and/or for other purposes as specifically agreed in the Loan Agreement
- “Party” or “Parties” shall mean Airbus and/or Developer as the case may be
- “SmarTWISP Program” shall mean a program created by Airbus for Developers for the sole purpose of developing applications, products and services to be connected, used in connection or integrated with Airbus’ infrastructure and terminal products and where such applications, products and services are designed to be compliant with Airbus’ networks and terminals and their technical and other requirements.

1. MEMBERSHIP IN AIRBUS DEVELOPER COMMUNITY

As of the Acceptance and for the duration of the Agreement, the Developer becomes a member of Airbus SmarTWISP Program, the content and functions of which shall be determined by Airbus at its sole discretion from time to time. The Collaboration Material defined in Section 2 shall be made available to the Developer by Airbus under these General Terms.

At its convenience and subject to separate fees, Airbus may offer different kinds of technical and commercial services, including but not limited to application testing and certification for members of said community. Upon the Developer's request, Airbus shall provide the Developer with information, including possible then current prices, on the services available to the Developer under the SmarTWISP Program. For avoidance of doubt, it is agreed that the Developer has no obligation to use or buy any services offered to it by Airbus.

Airbus may assess the Developer's technical skills, financial status and compliance with laws as well as the maturity of the Developer's products with the help of the Developer. The Developer hereby agrees to provide information reasonably required for such an assessment as requested by Airbus, as well as proactively and without delay provide any additional or changed information which may affect the results of the Airbus assessment.

2. GRANT OF LICENSE

The Collaboration Material made available to the Developer under the SmarTWISP Program are provided for the sole purpose of developing applications, products and services of the Developer to be connected, used in connection or integrated with Airbus' products and where such applications, products and services are designed to be compliant with Airbus networks and terminals and their technical and other requirements. While developing applications, products or services, the Developer hereby agrees to undertake due care to comply with technical and other requirements generally published, or requirements, instructions and guidelines made available to members of SmarTWISP Program.

For said purposes Airbus hereby grants to the Developer a limited, non-exclusive, non-sublicensable and non-transferable license to use the Collaboration Material provided under the SmarTWISP Program. The Collaboration Material provided may be used during the validity of the Agreement solely for the purposes of:

- (i) developing applications, products and services to be used in connection with Airbus' solutions; and
- (ii) evaluating the possibilities to integrate the Developer's applications, products and services with the Airbus solutions; and
- (iii) performing of integration testing of the Developer's applications, products and services with the Airbus solutions; and
- (iv) demonstration to the Developer's customers the overall solutions achieved by use of the Developer's applications, products and services with the Airbus solutions.

Any other use of the Collaboration Material provided by Airbus shall be strictly prohibited without Airbus prior written consent.

For the avoidance of doubt, the Developer shall not be entitled to give, disclose, sublicense or distribute, the Collaboration Material to any third party, including but not limited to, its subcontractors, suppliers, customer and any other third party. Should such third parties wish to be granted the license to use the Collaboration Material they may apply the membership of the SmarTWISP Program of their own.

Should any materials, items or information be made available to members of SmarTWISP Program with separate licensing provisions, such separate provisions shall be applied to such material, items or information and shall govern over the terms of these General Terms.

For the avoidance of doubt, Airbus shall retain all rights to material, items or information discussed under this provision.

3. EXTENDED LICENSE

Airbus hereby grants to the Developer a non-exclusive, non-transferable right to distribute Airbus software components incorporated within the Developer's applications, services or products deriving

from the use of Airbus' software development kits (included in the Collaboration Material) or components otherwise provided to the Developer by Airbus under these General Terms and provided that the Developer's applications, services or products are developed in accordance with the license defined in provision 2 above and certified by Airbus (SmarTWISP certified application). For avoidance of doubt, the Developer does not have the right to distribute such software components provided by Airbus or other Airbus material for any other purpose. In no case, is the Developer entitled to distribute the Airbus software development kits.

Should Airbus software components be distributed to the Developer's customers, such customers are provided the rights defined within End User License Agreement (attached at the end of these General Terms) herein and the Developer hereby commits to the terms of the End User License Agreement and shall cause its customers to abide by the same.

Any and all Airbus software distributed to the Developer's customers may be distributed in object code form only. For avoidance of doubt, the Developer is not entitled to distribute or make available any material provided under these General Terms in source code form.

Should Airbus software be used, the Developer shall incorporate the End User License Agreement with the Developer's products. In case the Developer incorporates its own end user license terms with its products under no circumstances shall such license terms have any impact on the validity and/or the interpretation of the End User License Agreement.

In addition, should Airbus software be used, the Developer shall incorporate the following text within information provided to the Developer's customer:

"Contains software of Airbus Defence and Space Oy copyright. © AIRBUS 2018. All rights reserved. This Software is distributed under Airbus End User Licence Agreement."

Should materials discussed within this provision be made available to Developers with separate licensing provisions, such separate provisions shall be applied to such material and shall govern over the terms of these General Terms.

Except as provided in this provision, for avoidance of doubt, Airbus shall retain all rights to software discussed under this provision.

4. PURCHASE OF CREDITS

Developer may purchase credits within the SmarTWISP Program. Such credits may be used to purchase various services ("Services") from Airbus including but not limited to application testing and certification.

Airbus shall use commercially reasonable efforts to deliver the Services to the Developer under these General Terms and any terms and conditions to be accepted in connection with the purchase on the SmarTWISP portal. Such efforts shall be at Airbus' sole option.

Airbus reserves the right to refuse a request to purchase Services if it considers that the purchase of Services is not reasonably possible under the prevailing conditions. In this case, Airbus shall inform the Developer of the same. The Services may be provided by a third party.

Purchased credits are non-transferable, non-refundable and valid for the term of the Agreement. The credits may only be used within the SmarTWISP Program against the purchase of Services from Airbus and may not be used for any set-off or deduction of Developer's other payment obligations.

Prices which are exclusive of taxes and valid from time to time and applicable to Services are defined on the SmarTWISP portal or otherwise communicated to the Developer. Upon completion of purchase transaction on the SmarTWISP portal the Developer shall authorize the payment and Airbus shall issue the corresponding invoice/receipt. In any case and without prejudice to any other action, Airbus reserves the right to suspend the performance of any Services until full payment of the corresponding amounts.

Airbus shall under no circumstances be held responsible regarding the suitability of the Services for any use whatsoever. Further reservations may be stated in connections with the purchase of Services on the SmarTWISP portal. In addition to provisions of Clause "Limitation of Liability" of these General Terms Airbus in particular disclaims any liability in connection with the testing and certification services. Due to limited scope of testing the certification by Airbus merely allows installation of Developer's certified product to Airbus' device or infrastructure. The responsibility and liability for the end to end functionality remains with the Developer. For clarity Airbus bears no liability for the product's deployment and functionality on the end customer's device or infrastructure.

Any claim related to the quality of any Service delivered must, to be admissible, be well-founded and duly formulated in writing within seven (7) days of the Service delivery.

5. INTEROPERABILITY

For avoidance of doubt, the Parties agree that Airbus shall have no liability hereunder for the compatibility between any of the Developer's products and Airbus networks, software or their interfaces or other products and material of Airbus. Airbus reserves the right at its sole discretion to make any changes to any of its products or any materials, items or information provided under these General Terms or otherwise at any time and irrespective of whether or not such changes have effects on the compatibility between any Developer's products or other items. Should such a change take place, Airbus shall use its best efforts to inform the Developers well in advance.

6. LICENSE FROM DEVELOPER

The Developer grants Airbus a non-exclusive license to use the Developer's materials delivered to Airbus such as diagrams, photos, slides, documents and other material or part of them as such, or incorporated into AIRBUS' materials for the marketing purposes of Airbus. Although the Developer continues to own the copyright to materials licensed by the Developer, Airbus will have the right to freely use, edit, alter, reproduce, publish and/or distribute the material of the Developer contributed to SmarTWISP. This license will be free of charge, perpetual and capable of sub-license. By submitting the Developer materials to Airbus, the Developer warrants that the Developer has right to grant to Airbus the non-exclusive license described above and that the materials submitted by the Developer to Airbus do not infringe any third party rights (including third party intellectual property rights). This license shall not include the Developer's material which is clearly marked by the Developer in writing to be kept confidential.

7. NO IMPLIED LICENSES

Unless otherwise expressly agreed in these General Terms no intellectual property rights or amendments thereto shall be transferred or licensed from one Party to the other Party hereunder. Without Party's prior written consent the logos and other trademarks of the Party may not be used by the other Party for any purposes other than as specifically stipulated in clause 9 (Announcements).

8. CONFIDENTIALITY

A Party ("Receiving Party" for the purposes of this provision) shall not disclose to third parties nor use for any purpose other than for the proper fulfilment of its obligations under the Agreement while fully complying with any and all provisions of these General Terms, any Confidential Information received from the other Party ("Disclosing Party") in whatever form whether electronic, written, visual or verbal, under or in connection with these General Terms or the SmartWISP Program without the prior written consent of the Disclosing Party.

The abovementioned limitations shall not apply to Confidential Information which, as proved by the Receiving Party:

- (i) was in the possession of the Receiving Party prior to disclosure hereunder as proven by the written records of the Receiving Party; or
- (ii) was public at the time of disclosure or later became public domain without breach of the confidentiality obligations herein contained; or
- (iii) was disclosed by a third party without breach of any obligation of confidentiality owed to the Disclosing Party; or
- (iv) was independently developed by personnel of the Receiving Party as proven by the written records of the Receiving Party.

Each Party shall limit the access to the Confidential Information to those of its personnel for whom such access is necessary for the proper performance of its obligations under these General Terms and obtain written undertakings of confidentiality from them.

Without prejudice to the generality of the aforesaid, each Party agrees to protect the confidentiality of the Confidential Information at least with the same degree of care as it exercises in respect of its own confidential information and business secrets and in no case with less than reasonable care.

In case the Developer uses external employees or consultants ('Externals') in the product development, customer projects or other similar tasks related to the SmartWISP Program and if Collaboration Material or other Confidential Information provided by Airbus to Developer in the scope of SmartWISP Program has to be disclosed to Externals to support Developer to succeed in their development, sales or delivery the Developer is allowed to use Externals provided that i) Developer has a valid confidentiality agreement with each of the Externals and such agreement substantially aligns with confidentiality obligations set forth in these General Terms, ii) the Collaboration Material and other SmartWISP Program related Confidential Information is handled by the Developer and the Externals in the same way as instructed hereunder, iii) External is considered as Developer's employee in respect of liability and iv) Developer is liable for any breach of the these General Terms committed by External.

The obligations set forth in this provision shall apply for eight (8) years after the disclosure of the Confidential Information regardless of an earlier expiry, termination or cancellation of the Agreement.

For the avoidance of doubt, the Developer's subcontractors and suppliers shall not be considered as Externals and the Developer shall not be entitled to distribute to or allow such subcontractors and suppliers to use the Collaboration Material and/or other confidential information of Airbus.

9. ANNOUNCEMENTS

Notwithstanding confidentiality provisions of these General Terms or any other agreement by and between the Parties, including without limitation any possible prior non-disclosure agreements by and

between the Parties, without any further permissions or consents, the Parties shall be entitled to publicly announce, publish and disclose the following issues:

Airbus shall be entitled to:

- (i) publish the fact, that the Developer is a member of Airbus developer community; and
- (ii) publish detailed contact information of the Developer; and
- (iii) publish general commercial information about the Developer which is publicly available or otherwise provided to Airbus by the Developer (which information may include without limitation information about the history, business, capabilities, organization and distribution channels) to the extent reasonably necessary for informing Airbus customers and other entities about the Developer; and
- (iv) publish information about the Developer's products commercially available or announced to be available, while reasonably complying with objective information provided by the Developer of such products.

The Developer shall be entitled to:

- (i) publish the fact that it is a member of Airbus SmartWISP Program; and
- (ii) in case the Developer has succeeded to create applications or services to be used in connection with Airbus networks or terminals or other products and which applications or services have been certified by Airbus to be compatible with Airbus networks, terminals or other products as the case may be, publish the fact that such Developer's products are available or becoming available.

For avoidance of doubt, it is agreed that the Developer shall not state or imply that its products have been integrated, approved or certified as Airbus network compliant by Airbus unless Airbus has provided the Developer with an Airbus certificate to such effect. The Developer acknowledges that Airbus may, if deemed necessary in Airbus' sole discretion, cancel such certification at any time.

10. LIMITATION OF LIABILITY

Any and all material, items and information, including but not limited to Collaboration Material, provided by Airbus and all Services of Airbus are provided hereunder to the Developer on an "as is" basis. Airbus shall have no liability for or arising out of such materials, items and information or Services provided by Airbus as well as for any use thereof.

Consequently, Airbus expressly disclaims all warranties, indemnifications and other liabilities hereunder relating to any and all material, items and information provided under or in connection with the SmartWISP Program, Services provided by Airbus hereunder as well as any and all liabilities for or to the Developer's products or applications, whether express or implied, including without limitation those relating to (i) compliance with any specifications, requirements or standards, whether governmental, international or other; (ii) functionality and/or performance; (iii) fitness for any purpose; (iv) merchantability; (v) non-infringement of any third party intellectual property rights, including without limitation patents; (vi) product liability and (vii) environmental liability.

In the event any customer of the Developer or customer of Airbus or any other third party claims damages or demands any other compensation from or actions to be taken by Airbus based on the Developer's applications or products as well as use, design, properties, characteristics, maintenance, support, sale and delivery thereof, the Developer shall defend, indemnify and hold Airbus harmless against any such claim, action, damage, liability, loss or cost including reasonable attorney's fees.

Airbus shall bear no responsibility for the creditworthiness or any performance of any current or potential customer of Airbus or those of the Developer.

Neither Party shall be liable in contract, tort or otherwise, whatever the cause thereof, for any indirect, special, punitive or consequential damage, including but not limited to loss of data, business or goodwill, loss of revenue, discontinuance of operations or loss of profits, howsoever arising under or in connection with the Agreement, except in cases of intentional misconduct or gross negligence and except for damages caused by a breach against provisions 2 (Grant of License), 3 (Extended License) and 8 (Confidentiality).

11. COSTS

Each Party shall bear any and all costs incurred by the Party in connection with these General Terms and/or the SmarTWISP Program and any performance related thereto, unless otherwise expressly agreed between the Parties in writing.

The payment terms concerning purchase of credits and/or Services under the SmarTWISP Program shall be provided on the SmarTWISP portal.

12. INDEPENDENT CONTRACTORS

The Developer and AIRBUS are and shall remain independent contractors. Nothing contained in these General Terms shall be construed as creating a partnership, an employment relationship, a joint venture, an agency relationship, a distributorship relationship or a legal entity between the Parties.

Neither Party shall have any right or authority to act on behalf of the other Party. Neither Party shall have any authority to make offers or contracts or accept orders on behalf of the other Party, or in any other way to bind the other Party.

13. NOTICES

All notices, demands or other communication, which all shall be in the English language to or upon the respective Parties hereto shall be deemed to have been duly given or made when delivered by email or mail to the Party in question as follows:

If to Airbus:
Airbus Defence and Space Oy; Hiomotie 32, 00380 Helsinki, Finland
Attention to: SmarTWISP Administrator, smartwisp@securelandcommunications.com

If to the Developer to its registered official address or at such other address as the Party hereto may hereafter specify in writing to the other Party.

The Developer agrees to provide Airbus with valid contact information immediately upon any changes therein.

14. TERM AND TERMINATION

14.1 The Agreement shall enter into force upon Acceptance and shall remain in force indefinitely unless terminated in accordance with this Clause.

14.2 Either Party has the right at any time to terminate in writing the Agreement forthwith in the following events:

- (a) If the other Party enters into liquidation (other than for the purposes of reconstruction or amalgamation) or compounds with its creditors or takes or suffers any similar action as consequence of a debt; or
- (b) If the other Party is in material breach of any of its obligations under the Agreement and has failed to remedy such breach within thirty (30) days after having received written notice of such breach.

14.3 In addition, Airbus may terminate the Agreement with immediate effect (i) in the event there is a substantial change in the ownership, management, staff or business operations of the Developer, which may adversely affect Airbus and of which change the Developer is obligated to notify Airbus without delay or (ii) in case of discontinuation or significant change in Airbus' business operations or circumstances related to SmarTWISP Program or (iii) in case of revocation of the consent to process Developer's personal data as described in clause 16 below.

14.4 Furthermore, the Developer may at any time terminate the Agreement for convenience by giving Airbus three (3) months' prior written notice to the same effect.

15. EFFECT OF TERMINATION

Upon termination or expiry of this Agreement:

- (i) the license defined in provision 2 (Grant of License) shall immediately terminate; and
- (ii) the Developer shall make no further use of the material, items and information provided under this Agreement; and
- (iii) the Developer shall promptly return any and all material, items and information and copies of such provided to the Developer under the Agreement and/or SmarTWISP Program to Airbus or on the Airbus request, destroy any and all such materials, items and information and their copies in the Developer's possession and provide Airbus with a written proof thereof, signed by an officer of the Developer; and
- (iv) notwithstanding the sub-provision (iii) above the license provided within provision 3 (Extended License), shall remain in force until five (5) years have passed from the expiry of the Agreement, unless Airbus terminates said license in writing in accordance with Clause 13 (Term and Termination), in which case the Developer shall immediately discontinue the distribution of the Developer's products containing or otherwise making any use of material licensed under provision 3 (Extended License) above and/or other material, items and information provided by Airbus; and
- (v) the Parties shall cease to make public announcements defined in provision 9 (Announcements).

16. EXPORT CONTROL, ETHICS UNDERTAKING AND DATA PROTECTION

The Developer agrees not to export or re-export, as the case may be, the Collaboration Material (including any hardware and/or software and/or technology as well as corresponding documentation, regardless of the mode of provision and including any kind of technical support) to any other country without obtaining the necessary licenses and permits that may be required under any applicable legislation. Airbus shall be entitled to terminate the Agreement if the Developer is in violation of applicable rules and regulations.

Furthermore, the Developer acknowledges Airbus's Standards of Business Conduct and commits to ethical conduct and respect for human rights in the spirit of internationally recognized social and ethical standards, e.g. SA8000® standard.

In order to implement this Agreement Airbus may collect personal data of the Developer or its employees and representatives. In doing so Airbus shall comply with Airbus Privacy Policy available at <https://www.airbus.com/privacy-policy.html> as well as with the relevant regulations and legislation. Furthermore, the Developer by accepting these General Terms allows Airbus and its subcontractor(s) as the case may be, to store, process and use such data for fulfillment of its obligations under the Agreement. Developer has the right to revoke the above consent at any time by informing Airbus of such wish.

17. AMENDMENTS AND MODIFICATIONS

Airbus may at its sole discretion change these General Terms, however no such changes shall affect the rights and obligations of the Developer arising out of these General Terms until the sixtieth (60th) day calculated from the day Airbus informed the Developer of the changed terms and conditions.

18. ENTIRE AGREEMENT

These General Terms represent the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements relating to the subject matter hereof.

19. SEVERABILITY

If any term or provision of these General Terms is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of these General Terms, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

20. NO WAIVER

No waiver of any provision of these General Terms shall be effective unless it is in writing and signed by both parties.

21. SURVIVAL OF TERMS

Any and all terms and conditions of these General Terms that by their nature or otherwise reasonably should survive a termination or expiry of the Agreement shall be deemed to survive the termination or expiry of the Agreement.

Such surviving terms include but are not limited to this provisions 10 (Limitation of Liability), 8 (Confidentiality) and 22 (Governing Law and Resolution of Disputes).

22. GOVERNING LAW AND RESOLUTION OF DISPUTES

The Agreement and these General Terms shall be governed by and construed in accordance with the laws of Finland.

Any dispute, controversy or claim arising out of or relating to the Agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce by one (1) arbitrator. The place arbitration shall be Helsinki, Finland and the language shall be English.

Nothing in these General Terms shall be deemed to limit the Parties' rights to seek interim injunctive relief or to enforce an arbitration award in any court of law.

SMARTWISP END USER LICENSE AGREEMENT

Airbus Defence and Space Oy

THIS SMARTWISP END USER LICENSE AGREEMENT ("EULA") SHALL SET FORTH THE TERMS AND CONDITIONS UNDER WHICH AIRBUS DEFENCE AND SPACE OY ("THE LICENSOR") GRANTS TO THE LICENSEE A PERSONAL, NON-EXCLUSIVE AND NON-TRANSFERABLE LICENSE TO USE THE SOFTWARE AND RELATED DOCUMENTATION.

For the purposes of this EULA, "Software" shall mean Licensor's software components, which are provided under the SmartTWISP Program (as defined in the SmartTWISP General Terms and Conditions) and incorporated or used within other software in accordance with agreements between the Licensor and its contracting parties.

The Licensor grants to the Licensee a personal, non-exclusive and non-transferable License to use the Software and related documentation according to terms and conditions of this EULA solely for the Licensee's internal data processing requirements.

COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

The Software and related documentation licensed hereunder is protected by copyright. All rights, including but not limited to copyright and other intellectual property rights, title and interest in and to the Software and documentation, translations, modifications, enhancements, changes or copies thereof as well as derivative works based upon the Software and related documentation, shall at all times remain the sole property of the Licensor. This Agreement does not transfer to the Licensee title to any intellectual property contained in the Software or related documentation.

CONFIDENTIALITY

The Software incorporates confidential and proprietary information developed or licensed by the Licensor. The Licensee agrees to protect the confidentiality of the Software and all such information with the same degree of care as it employs to protect its own confidential and proprietary information, but at least with a reasonable degree of care. The Licensee agrees not to remove or alter any proprietary or confidentiality notice attached on the Software.

TERM AND TERMINATION OF THE LICENSE

This License becomes effective at the moment the Software is downloaded first time to the Licensee's computer or server and shall be effective until terminated. The Licensee is entitled to terminate it at any time by destroying all copies of the Software together with all related documentation in the possession of the Licensee.

The Licensor may terminate the License if the Licensee fails to comply with any term or condition of this Agreement and does not correct said breach within ten (10) days of written notice. The Licensee agrees upon such termination of the License to destroy all copies of the Software together with all related documentation in the Licensee's possession.

NO WARRANTY

THE LICENSOR DOES NOT GIVE ANY WARRANTY TO COVER DAMAGE ATTRIBUTABLE TO SOFTWARE, EXTERNAL FACTORS (E.G. FAILURE OR FLUCTUATION OF ELECTRICAL POWER OR AIR CONDITIONING, FIRE, FLOOD), ACCIDENTS, MISUSE, NEGLIGENCE OR FAILURE TO FOLLOW INSTRUCTIONS FOR PROPER USE OR NON-LICENSOR PRODUCTS AND SERVICES OR ALTERATIONS.

THE LICENSOR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET THE REQUIREMENTS OF THE USER OR THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE OR IN COMBINATIONS SELECTED FOR USE.

EXCEPT AS EXPRESSLY STATED IN THIS EULA, OR AS REQUIRED BY STATUTE, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE. THE LICENSOR AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

LIMITATION OF LIABILITY

IN NO EVENT WILL THE LICENSOR OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT OR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS AND LOST SAVINGS OR DISCONTINUANCE OF OPERATIONS, EVEN IF THE LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR CLAIMS, DEMANDS OR ACTIONS AGAINST THE LICENSEE BY ANY PERSON OR LOSS OF OR DAMAGE TO THE LICENSEE'S DATA FROM ANY CAUSE.

EXCEPT FOR ANY LIABILITY OF THE LICENSOR TO THE LICENSEE NOT ABLE TO BE EXCLUDED AT LAW, THE ENTIRE LIABILITY OF THE LICENSOR AND ITS SUPPLIERS TO THE LICENSEE OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGE IN RESPECT OF ANY CAUSE OF ACTION RELATING TO OR ARISING OUT OF THIS EULA OR THE SOFTWARE, TO THE EXTENT THAT IT IS NOT CAUSED BY THE GROSS NEGLIGENCE OF THE LICENSOR, WILL NOT EXCEED THE AMOUNT PAID BY THE LICENSEE FOR THE SOFTWARE OR SERVICES PROVIDED BY LICENSOR, WHICH ARE THE SUBJECT MATTER OF OR DIRECTLY RELATED TO THE CAUSE OF ACTION ASSERTED.

This EULA will be governed and construed in accordance with the laws of Finland. The application of United Nations Convention on Contracts for the International Sale of Goods done at Vienna April 11, 1980 and its amendments is expressly excluded. All disputes shall be finally settled under the Rules of the Board of Arbitration of the Finland Chamber of Commerce. The court of arbitration shall consist of one (1) arbitrator appointed by the Finland Chamber of Commerce. The arbitration proceedings shall take place in Helsinki, Finland. The arbitration proceedings shall be conducted in the English language and the arbitration award shall be given in English, unless the parties agree upon other language.

This EULA may not be amended except in writing signed by duly authorised representatives of both parties. No modification of this EULA will be effected by the acknowledgement or acceptance of purchase order or any other document containing terms and conditions at variance with or in addition to those set forth in this EULA, all such varying or additional terms being deemed invalid.

THE LICENSEE AGREES TO BE BOUND BY THIS EULA, ITS TERMS AND CONDITIONS. THE LICENSEE FURTHER AGREES IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE LICENSEE AND THE LICENSOR WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN THE LICENSEE AND THE LICENSOR RELATING TO THE SUBJECT MATTER OF THIS EULA.