

MFSQL CONNECTOR LICENSE AGREEMENT

END-USER LICENSE AGREEMENT FOR MFSQL CONNECTOR

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It is YOUR responsibility to evaluate and control the impact of upgrades on modifications, additions or changes made by you for the purposes of using the SOFTWARE.

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9.1 Applicable law: This EULA is governed by, and interpreted in accordance with, the laws of England, except for its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Should any provision or portion of this EULA be found unenforceable or void, the rest of the EULA remains in full force and effect.

9.2 Settlement of disputes: If the parties are unable to reach mutual understanding by themselves in any case of dispute arising out of or related to this EULA, the dispute shall be settled by a single arbitrator appointed by the Central Chamber of Commerce of England. The arbitration shall take place in London, United Kingdom.

9.3 Order of precedence: This EULA takes precedence over any prior agreement and any communication or agreement translations. For avoidance of doubt, the terms and conditions of the English-language version shall apply in the event of any discrepancies between the EULA and a translation thereof.

9.4 Termination: LAMININ may terminate this EULA and revoke the license with immediate effect in the event of YOUR gross breach of the EULA, YOUR entry into liquidation or other insolvency proceedings, or YOUR use of the SOFTWARE to commit criminal offences or otherwise illegal acts. Any breach of section 2, 3, or 4 is deemed to be gross breach of this EULA.

9.5 References: LAMININ is allowed to mention YOU as a reference case. However, any use of logos or addition of YOUR name to publicly available Web sites will be agreed upon separately.

9.6 Audit: Should LAMININ find that your use of SOFTWARE does not accurately reflect your license, YOU must provide LAMININ with a detailed report on YOUR usage. If LAMININ finds YOUR report unsatisfactory, YOU shall allow a third-party auditor to conduct an audit with the scope and extent needed for prompt gathering of information on usage. The cost of conducting the audit shall be borne by LAMININ unless YOU are found to be in default, in which case YOU shall be liable for all costs resulting from and related to the audit in which YOUR default was found.

9.7 Improvements to the SOFTWARE: Nothing in this agreement limits the rights of LAMININ to make improvements to, and revisions of, the SOFTWARE and related information.

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