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- (I) "**SERVER**" means the number of JVMs (Java Virtual Machines) that deliver presentation logic (including IT Mill Toolkit) to a web browser on a production environment. IT Mill doesn't charge for installations that are solely and only used for product development, testing, learning or training purposes.
- (II) "**Documentation**" means all online help files or written instruction manuals regarding the use of the Software;
- (III) "**Revision**" means a set of the Software in which detected shortcomings are being remedied, i.e. 4.0.1 > 4.0.2.
- (IV) "**Minor Version**" means a set of the Software in which in addition to possible corrections of detected shortcomings, small functional enhancements have been included, i.e. 4.1 > 4.2.
- (V) "**Major Version**" means a set of the Software in which substantial new -but successor- functionalities or other substantial changes are introduced, i.e. 4.0 > 5.0.
- (VI) "**Software**" means the object code of the computer program(s) specified in the applicable Product Order Form.

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**8. Default.** A party who fails to perform any obligation under this Agreement by the date provided in or under the Agreement, shall only be in default if the other party has given it written notice of default by registered letter and no performance has taken place within the reasonable period specified in the notice.

**9. Confidential Information.** Confidential Information of the other party will be used solely for the purpose of this Agreement and will not be directly or indirectly disclosed, by action or omission to any third party without the other party's prior written consent. Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. Nothing herein prevents Licensee from participating in routine discussions in a "IT Mill Software user group" context or the parties from divulging Licensee's intended use of the Software. Either party may refer to the other as either supplier or customer, as appropriate. "Confidential Information" includes this Agreement, the object-code Software or source derived there from, its Documentation, information, data sheets, benchmark tests, specifications, and any other proprietary information clearly marked as "confidential information". It does not include information that is (i) publicly available, or (ii) obtained independently without violation of this License, or (iii) obtained from third parties without restrictions on disclosure, or (iv) required to be disclosed by applicable law, order of a court or other governmental entity.

**10. Payments.** In consideration of the rights granted herein, Licensee agrees to pay IT Mill the amounts ("the Fees") specified in the applicable Product Order Form(s). IT Mill's pricing reflects the allocation of risks and limitation of liability. Except as

otherwise provided in the warranties section, the Fees are non cancelable and non-refundable and due and payable in full within thirty (30) days as of the date of purchase. All charges and fees provided for in this Agreement are exclusive of and do not include any VAT-taxes, similar governmental charges and Licensee agrees to reimburse IT Mill for the aforementioned taxes and charges (if any). Any amounts due not paid within thirty (30) days will be subject to interest of one (1) per cent per month, of which the interest will be immediately due and payable.

**11. Term and Termination.** The license commences on the date of purchase stated in the Product Order Form and will remain in force. IT Mill may forthwith terminate this Agreement only if: (i) Licensee breaches this Agreement and such breach is not cured within thirty (30) days after Licensee has been given written notice of such breach; or (ii) if Licensee terminates its business activities or becomes insolvent, is unable to pay its debts as they mature, makes an assignment for the benefit of creditors or becomes subject to direct control of a trustee, receiver or similar authority. No termination on the basis of this provision will entitle Licensee to a refund of any portion of the fees paid to IT Mill. Maintenance services will start at the date of purchase and remain in force until a period of 1 year. The Maintenance services will automatically renew for all available offerings at the end of the first Term and any subsequent Terms unless Licensee has provided IT Mill with a written termination notice of its intention not to renew the Subscriptions at least thirty (30) days prior to the expiration of the then current Maintenance Term. No termination on the basis of this provision will entitle Licensee to a refund of any portion of the Maintenance fees paid to IT Mill. Termination will not affect either party's obligations regarding Confidential Information, payments, limitations of liability, and/or applicable law, which provisions will survive termination of this license. Upon termination of this license, Licensee agrees to forthwith discontinue any use of the Software, related Documentation, Confidential Information and derivative works or copies thereof. Licensee agrees to then supply IT Mill with a License Agreement signed by an executive officer of Licensee verifying that this provision has been complied with, and immediately return the Software and Documentation and copies thereof to IT Mill.

**12. Waiver.** Any waiver of the provisions of this Agreement, or rights of either party must be in writing to be effective. Failure or delay to enforce any such rights, will not be construed as a waiver and will not affect the validity (in whole or in part) of this Agreement or prejudice such party's right to take subsequent action.

**13. Severability.** If any provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties will in good faith agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid provision will be severed from the remaining provisions, which will

continue to be valid and enforceable to the fullest extent permitted by applicable Law.

**14. Standard terms.** No terms or conditions of any purchase order, acknowledgement or other business form that Licensee may use in connection with the acquisition or licensing of the Software and related services will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of IT Mill to object to such terms, provisions or conditions.

**15. Audit.** Licensee agrees to give IT Mill access and assistance as may be necessary for IT Mill to audit Licensee's compliance with this Agreement. The audit shall be conducted at IT Mill's expense unless the results of such an audit establish that Licensee's use of the Software exceeds the authorized use. Any use in excess will be regularized and the balance will be immediately due and payable.

**16. Applicable Law.** All parties will not be bound by any statements other than those included in this copy of the Agreement. This License Agreement shall be construed as under and governed in accordance with the laws of the Finland. Both parties agree that any disputes arising out of this License Agreement or its interpretation shall be finally settled in arbitration by a single arbitrator in accordance with the Rules of the Arbitration Committee of the Finnish Central Chamber of Commerce pursuant to the regulations in force. The arbitration shall be conducted in Turku, Finland. This EULA shall be construed and enforced without regard to the United Nations Convention on the International Sale of Goods.

**17. Maintenance.** Licensee is entitled to receive generally available Revision and Minor Versions of the Software and the related Documentation. Generally available Major Versions of the

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