**OEM LICENSE AGREEMENT**

* **lisenssinantajan näkökulmasta**

Original Equipment Manufacturer (OEM) lisenssisopimuspohja on tehty lisenssinantajan näkökulmasta tilanteeseen, jossa ohjelmistoyhtiö saa lisensoitavan ohjelmistotuotteen käyttöoikeuden lisäksi myös tuotteen lähdekoodin käyttöönsä ja voi näin yhdistää hankkimaansa teknologiaa omiin lopputuotteisiinsa. Lisenssinsaaja voi myydä näitä ”yhdistettyjä” tuotteita eteenpäin omille asiakkailleen ja maksaa myynnistään lisenssimaksuja lisenssinantajalle.

Sopimuspohjan kaikki kohdat tulee tarkistaa ja muuttaa vastaamaan käytännön tilannetta; on myös huomioitava, että yhden sopimuskohdan muuttaminen yleensä vaikuttaa myös sopimuksen muihin lausekkeisiin ja lisämuutokset ovat tällöin tarpeen.

**HUOM.! Tämä sopimuspohja ei sovellu käytettäväksi käytännön tilanteisiin ilman sopimusjuridisen asiantuntijan tarkistusta ja korjauksia.**

*DRAFT 0.1 - January \_\_, 20\_\_*

**OEM LICENSE AGREEMENT**

This OEM License Agreement ("AGREEMENT") is entered into by and between ICT Bolag Oy, a Finnish corporation, with principal offices at Pääkatu 1 A, FI-00100 Helsinki, Finland ("BOLAG"), and Softafirma Oy, a Finnish corporation, with principal offices at Sivukatu 2 B, Fi-00200 Helsinki, Finland ("Licensee").

**RECITAL**

The Licensee desires to license from BOLAG, and BOLAG desires to license to the Licensee, the right to access and modify the source code version of BOLAG's customized Internet consumer software and duplicate, distribute and

sublicense the object code versions of such modified source code bundled with certain Licensee Products (defined below), and, subject to the restrictions described herein, certain specified source code, in all cases in accordance

with the terms and conditions of this Agreement.

**ARTICLE 1 - DEFINITIONS**

For purposes of this Agreement, the following terms shall have the following meanings:

1.1 "ATTACHMENT(S)" means the attachments to this Agreement which are attached hereto and incorporated herein:

Attachment A - Product(s) and Trademark Description - which sets forth a description of the BOLAG Product and BOLAG Trademarks licensed hereunder; provided, however, that BOLAG may add or delete BOLAG Trademarks from Attachment A from time to time upon thirty (30) days notice.

Attachment B - Licensee Product, Licensee Trademarks, Pricing and Payment Schedules, Territory and Optional

Products/Modules - which sets forth a description of the Licensee Product with which the BOLAG Product will be bundled, the Licensee Trademarks licensed hereunder, the BOLAG Product pricing and payment schedule, the Territory in which Licensee may distribute the BOLAG Product pursuant to the terms and conditions hereof, and any Optional Products/Modules that may be included in the BOLAG Product subject to mutually agreeable terms and availability.

Attachment C - OEM Maintenance and Technical Support - which sets forth BOLAG's and Licensee's respective maintenance and technical support obligations.

Attachment D - User Interface and Branding Requirements - which sets forth Licensee's obligations regarding use and inclusion of the BOLAG logo set forth on Attachment A hereto ("BOLAG Logo") as part of the user interface and applications used with the Bundled Product.

1.2 "DERIVATIVE WORK(S)" means a revision, modification, translation, abridgment, condensation, or expansion of the BOLAG Product, BOLAG Source Code or End User Documentation, as applicable, or any form in which the BOLAG Product, BOLAG Source Code or End User Documentation, as applicable may be recast, transferred, or adapted, which, if prepared without the consent of BOLAG, would be a copyright infringement.

1.3 "DISTRIBUTOR" means any third party appointed by Licensee pursuant to this Agreement to distribute the Bundled Product to sub-distributors, Customers or End Users in accordance with the terms hereof.

1.4 "EFFECTIVE DATE" means December \_\_, 20\_\_.

1.5 "END USER" means any third party which buys or otherwise acquires the right to use a product which contains the Bundled Product for its own use and not for further distribution.

1.6 "LICENSEE PRODUCT" means the specific product or service offered by Licensee and described on Attachment B hereto that may be bundled with the BOLAG Product. As used in this Agreement, the term Licensee Product

shall include any new release or new version of the Licensee Product.

1.7 "BUNDLED PRODUCT" means one or more products developed by Licensee that consists of the Licensee Product and any portion of the BOLAG Product, provided that use of the BOLAG Product as incorporated in the Bundled Product is limited to \_\_\_\_\_\_\_\_\_\_\_\_\_Usage.

1.8 "LICENSEE TRADEMARKS" shall include all Licensee trademarks, logos and designs specified in Attachment B hereto as may be amended from time to time upon Licensee's written notice to BOLAG.

1.9 "MAJOR AND MINOR UPDATES" mean updates, if any, to the BOLAG Product. Major Updates involve additions of substantial functionality while Minor Updates do not. Major Updates are designated by a change in the

number to the left of the decimal point of the product release number appearing after the product name, while Minor Updates are designated by a change in such number to the right of the decimal point. BOLAG is the sole determiner of the availability and designation of an Update as a Major or Minor Update. Major Updates exclude software releases which are reasonably designated by BOLAG as new products. Where used herein "UPDATES" shall mean Major Updates and Minor Updates.

1.10 "PREPAID LICENSE FEE" means the non-refundable, non-cancelable license fee set forth in Attachment B hereto.

1.11 "PROGRAM ERRORS" means one or more reproducible deviations in the BOLAG Product from the End User Documentation.

1.12 "ROYALTY" means the royalty set forth in Attachment B hereto payable upon licensing or distribution of Bundled Product.

1.13 "SERVICE FEE" means the non-refundable prepaid fees set forth in Attachment B hereto, which constitute consideration from Licensee to BOLAG for the maintenance and technical support services prescribed in Attachment C.

1.14 "TERRITORY" means the geographic area set forth in Attachment B.

1.15 "BOLAG PRODUCT" means the object code version (expressly excluding the BOLAG Source Code, as defined below) of BOLAG's proprietary software as further described on Attachment A, any Updates thereto as may be

provided by BOLAG to Licensee pursuant to this Agreement, and any Derivative Works thereof made by or on behalf of Licensee. The BOLAG Product expressly excludes the BOLAG Source Code and the Excluded Components (each as defined below).

1.16 "BOLAG SOURCE CODE" means the high level, commented version of the BOLAG Product in human readable form written in a source programming language.

1.17 "BOLAG TRADEMARKS" means any and all BOLAG trademarks, the BOLAG logos and designs specified in Attachment A hereto as may be amended from time to time upon BOLAG's written notice to Licensee.

1.18 "OPTIONAL PRODUCTS/MODULES" means third party modules that BOLAG desire to include in the BOLAG Product, subject to availability of source code from the third party licensor, which are set forth on Attachment B, as may be amended from time to time.

1.19 "INVENTIONS" means any ideas, concepts, inventions, procedures, techniques or processes devised by Licensee in the course of Licensee's exercise of its rights described in Article 2, which is based upon or derivative of the BOLAG Source Code, Distributable Source or the BOLAG Product.

1.20 "CUSTOMER" means an entity that enters into a license agreement with Licensee (directly or through a Distributor or sub-distributor) pursuant to which the Customer obtains a right to sell products containing the Bundled Product to End Users.

1.21 "END USER DOCUMENTATION" means the documents and written material or portions thereof, which are distributed generally by BOLAG to the Licensee for delivery to End Users and Customers with the Bundled Product(s),

as may be updated by BOLAG from time to time.

**ARTICLE 2 - GRANT OF LICENSES AND RIGHTS**

2.1. LICENSES

2.1.1 LICENSE. Subject to all the terms and conditions of this Agreement, BOLAG hereby grants and Licensee hereby accepts:

(i) a paid-up, non-exclusive, non-transferable, non-assignable right and license to use the BOLAG Source Code solely in accordance with the restrictions below and solely to (a) modify the BOLAG Source Code to create Bundled Product; (b) compile the BOLAG Source Code to create Bundled Product; (c) maintain Bundled Product and support Customers and End Users; (d) test the BOLAG Source Code; and

(ii) a paid-up, non-exclusive, non-transferable, non-assignable right and license to reproduce, and have reproduced, the BOLAG Product as incorporated into the Bundled Product;

(iii) a non-exclusive, non-transferable, non-assignable right and license, subject to payment of the Royalties hereunder, to distribute (directly or indirectly through Distributors) and sublicense (via Distributor Agreements) the BOLAG Product, solely as incorporated in the Bundled Product, to Customers and Distributors, and to distribute (directly or indirectly through Distributors) and sublicense the BOLAG Product and Distributable Source, solely as incorporated in the Bundled Product, to End Users, in the Territory. Licensee is expressly prohibited from (a) any marketing and/or distribution of the BOLAG Product and any portion thereof unless each copy of the BOLAG Product is incorporated into Bundled Product and (b) distributing the Bundled Product outside the Territory.

Licensee shall not distribute the BOLAG Source Code in any way or on any media whatsoever. This license is non-exclusive. Subject to Licensee's rights pursuant to the immediately following sentence, nothing in this Agreement shall be construed as limiting in any manner BOLAG's marketing and distribution activities or its appointment of other dealers, distributors, licensees or agents in the Territory.

2.1.2 DISTRIBUTORS AND CUSTOMERS. Subject to the terms and conditions of this Agreement, Licensee shall be entitled to appoint Distributors to distribute directly to Customers and End Users, and shall be entitled to appoint Customers to distribute directly to End Users, the Bundled Product and End User Documentation in the Territory. Licensee shall not be entitled to grant to any Distributor or Customer the right to reproduce all or any portion of the BOLAG Product and End User Documentation or to sublicense or distribute the Bundled Product and End User Documentation other then as permitted hereby. Distributors may appoint sub-distributors and Customers only through written agreements that meet the requirements of Article 3.3.2 and that otherwise ensure compliance with the terms of this Agreement and such sub-distributor shall be deemed a Distributor for the purposes of this Agreement.

2.1.3 LICENSE RESTRICTIONS. Licensee agrees not to copy (except as expressly permitted herein), modify, translate, decompile, reverse engineer, disassemble, or otherwise determine or attempt to determine source code (or the underlying ideas, algorithms, structure or organization) from any portion of the BOLAG Product that was provided to Licensee only in object code form and not in source code form. Licensee shall restrict, by its agreements, all third parties, including, without limitation, Distributors and Customers, from copying (except as expressly permitted herein), modifying, translating, decompiling, reverse engineering, disassembling, or otherwise determining or attempting to determine source code (or the underlying ideas, algorithms, structure or organization) from any portion of

the BOLAG Product.

2.1.4 LICENSES DEPENDENT ON BUNDLING. The licenses granted in Article 2.1.1 are conditional upon marketing and bundling each BOLAG Product as required therein only in conjunction with the specific Licensee Product and only in the Territory. If Licensee fails to so bundle the BOLAG Product, or Licensee or any Distributor or Customer markets or distributes the BOLAG Product or Bundled Product outside of the Territory, the licenses granted

herein may be terminated in accordance with the provisions set forth in Article 13. For the purposes of this Agreement, the terms "bundle", "bundled" or "bundling" shall mean that the BOLAG Product is either (i) packaged together

and licensed concurrently with Licensee Product as an integrated component of a Bundled Product or (ii) licensed separately to existing licensees of the Licensee Product but solely for use with previously licensed units of Licensee Product (e.g., updates to existing Licensee Product.

2.1.5 THIRD PARTY LICENSE. If all or any part of the BOLAG Product or Updates delivered by BOLAG to Licensee has been licensed to BOLAG by a third party software developer or supplier then, notwithstanding anything to

the contrary contained in this Agreement, Licensee is granted a sublicense to the third party software that vests in Licensee the same rights (to the extent licensed under Article 2.1.1 hereof), and subjects Licensee to the

same restrictions, as BOLAG, to the extent such restrictions are described in Attachment B as amended from time to time upon written notice to Licensee, provided the terms of such amendments are commercially reasonable. All licenses granted by BOLAG under this Agreement are subject to compliance by Licensee with any applicable license restrictions, payment by Licensee to BOLAG of royalties or other fees set forth on Attachment B hereto. In addition, BOLAG reserves the right to substitute any third party software in the BOLAG Product so long as the new third party software does not materially affect the functionality of the BOLAG Product. BOLAG will deliver to Licensee sixty (60) days notice of such substituted third party software. A list of third party code in the BOLAG Product or Updates and applicable royalties or other fees, required consents with respect thereto, and applicable restrictions are set

forth in Attachment B hereto (as amended from time to time by BOLAG to reflect additional third party code added to or deleted from the BOLAG Product or included in any Update).

2.2 EXPORT

Licensee shall comply fully with all then-current laws, rules and regulations (as promulgated from time to time) relating to the export of technical data and other applicable governmental agencies including

any applicable foreign agencies.

2.3 END USER DOCUMENTATION LICENSE

Subject to the terms and conditions of this Agreement, BOLAG hereby grants and Licensee hereby accepts a non-exclusive, non-transferable, non-assignable right and license to use,

modify, and reproduce the End User Documentation, and to distribute to End Users and Customers by sublicense the End User Documentation directly or indirectly through Distributors or Customers, solely in conjunction with the

Bundled Product(s).

**ARTICLE 3 - MARKETING AND DISTRIBUTION**

3.1 NON-EXCLUSIVITY

Licensee understands that BOLAG may enter into arrangements similar to this Agreement with third parties.

3.2 PUBLIC ANNOUNCEMENTS AND PROMOTIONAL MATERIALS

BOLAG and Licensee shall cooperate with each other so that each party may issue a press release concerning this Agreement within thirty (30) calendar days following the Effective Date; provided, that each party approve any such press release prior to its release. Such press release shall include a quote attributable to an executive officer of each party. BOLAG shall cooperate with Licensee in its development of the initial marketing and sales materials used to promote the distribution of the Bundled Product.

3.3 TERMS RELATING TO DISTRIBUTION

3.3.1 DISTRIBUTOR AGREEMENTS. Prior to the distribution of any Bundled Product, Distributable Source, or End User Documentation to a Distributor or Customer, Licensee shall enter into (or shall have already entered into) an enforceable written agreement with such Distributor or Customer ("Distributor Agreement") that (i) is sufficient to ensure that such Distributor or Customer is required to comply with the relevant terms of this Agreement, (ii) requires each Distributor to enter into a Distributor Agreement with any sub-distributor prior to granting such sub-distributor any

rights with respect to the Bundled Product. Licensee shall use commercially reasonable efforts include in any Distributor Agreements with a Distributor entered into on or after the Effective Date a provision that expressly names

BOLAG as an intended third party beneficiary with the right to rely on and to directly enforce the terms thereof. Without limiting the generality of the foregoing, each Distributor Agreement shall include terms no less restrictive

than those contained in Articles 2., 3, 4., 7. and 8. of this Agreement. Prior to enforcing its rights under a Distributor Agreement as a third party beneficiary, BOLAG will provide fifteen (15) days notice to Licensee of the Distributor's non-compliance and BOLAG's intended action. If such non-compliance by the Distributor is not cured within fifteen (15) days of BOLAG's notice to Licensee, BOLAG shall be entitled to enforce its rights directly against the Distributor.

3.3.2 SUGGESTED MODIFICATIONS. Licensee agrees to keep BOLAG informed as to any problems encountered with BOLAG Product and any resolutions arrived at for those problems, and to communicate promptly to BOLAG any and all modifications, or improvements of the BOLAG Product or Distributable Source suggested by any End User, Distributor, Customer, employee or agent, to the extent that Licensee is permitted under the law and is not required to pay such third party(ies) any payment of consideration with respect thereto. Licensee further agrees that BOLAG shall have any and all right, title and interest in and to any such submitted suggested modifications or improvements to the BOLAG Product and Distributable Source.

3.3.3 GENERAL OBLIGATIONS AND RESTRICTIONS REGARDING DISTRIBUTION. Licensee shall use its best efforts, which shall in no event require Licensee to make any unreasonable efforts, to successfully market and distribute the Bundled Product in the Territory during the term of this Agreement. Licensee shall not develop during the term hereof any product that, in BOLAG's reasonable discretion, competes with the BOLAG Product as it exists on the date BOLAG delivers the Deliverables to Licensee. The parties shall participate in mutually agreeable joint marketing programs for the Bundled Product.

3.4 ENFORCEMENT OF ABOLAGLLARY AGREEMENTS

Licensee shall use best efforts, which shall in no event require Licensee to make any unreasonable efforts, to enforce each Distributor Agreement, and shall require each Distributor and Customer to, use commercially reasonable efforts to enforce each Distributor Agreement to which it is a party, in each case, with at least the same degree of diligence used in enforcing similar agreements governing others, which in any event shall be that sufficient to adequately enforce such agreements. Licensee shall, and shall require each Distributor and Customer to, use commercially reasonable efforts to protect BOLAG's copyright and trademark rights, and Licensee shall notify BOLAG, and shall require each Distributor and Customer to notify Licensee, of any breach of a material obligation under a Distributor Agreement affecting the BOLAG Product, Distributable Source or End User Documentation. In addition, Licensee will reasonably cooperate with BOLAG in any legal action to prevent or stop unauthorized use, reproduction or distribution of the Bundled Product or End User Documentation, and BOLAG shall pay all of Licensee's reasonable out-of-pocket expenses with respect thereto.

3.5 INVENTIONS

All Inventions are and shall remain the sole and exclusive property of Licensee. Licensee agrees to disclose such Inventions to BOLAG and shall grant to BOLAG a royalty-free, perpetual, paid-up, worldwide, non-exclusive, sublicenseable license to such Inventions, under all of Licensee's intellectual property rights, including, without limitation, patent rights, copyrights, and trade secret rights, to use, modify, distribute, make, have made, and sell BOLAG products. Any such disclosure shall be considered Confidential Information under Article 8.

**ARTICLE 4 - FEES AND PAYMENT**

4.1 ROYALTY, ENGINEERING AND SERVICE FEES

4.1.1 In accordance with the terms set forth in Attachment B hereto, Licensee shall pay to BOLAG the non-refundable, non-cancelable Prepaid License Fee, License Fee and Engineering Fees. In addition, Licensee shall pay to BOLAG, in accordance with the terms of this Agreement, a Royalty in the amount set forth in Attachment B. Licensee shall pay BOLAG any Royalties accrued hereunder during each quarter within twenty-eight (28) days following the end of such quarter and each such payment shall be accompanied by a quarterly report as described in Article 4.3 below. For the purposes of this Agreement, the quarters shall end on the last day of each of the following months January, April, July, and October.

4.1.2 SERVICE FEE. Licensee shall pay to BOLAG the non-refundable Service Fee in the amounts and according to the terms and conditions set forth in Attachment B hereto, in consideration of the maintenance and support services described in Attachment C hereto.

4.2 PAYMENT AND TAXES

4.2.1 PAYMENTS. All payments shall be made in EUROS by wire transfer to a bank and account number designated by BOLAG. Interest shall be payable at the rate of one percent (1%) per month or at the maximum rate permitted by law, whichever is less, on all overdue and unpaid invoices until paid in full.

4.2.2 TAXES. All fees are exclusive of all taxes, duties or levies, however designated or computed. Licensee shall be responsible for and pay all taxes based upon the transfer, use, distribution of the BOLAG Product, the Bundled Product, and the End User Documentation, or the program storage media, or upon payments due under this Agreement, including, but not limited to, sales, use, or value-added taxes, duties, withholding taxes and other assessments now or hereafter imposed on or in connection with this Agreement or with any sublicense granted hereunder, exclusive of taxes based upon BOLAG's net income, and the amounts invoiced to Licensee with respect to the Prepaid License Fee, License Fee, Engineering Fees, Royalties and Service Fees shall be increased to the extent necessary to ensure that such fees are received by BOLAG net of any such tax liability. The amount of the Prepaid License Fee, Licensee Fee, Engineering Fees, Royalties and Service Fees as set forth in ATTACHMENT A hereto represent the amounts to be invoiced to, and paid by, Licensee under this Agreement. In lieu thereof, Licensee shall provide to BOLAG a tax or other levy exemption certificate acceptable to the taxing or other levying authority.

4.3 QUARTERLY REPORTS

Licensee shall maintain accurate records of End Users which Licensee licenses directly and Customers, and Distributors shall maintain accurate records of Customers reported by zip code (not including names and addresses), the specific platforms, revision numbers of each Bundled Product and/or Update distributed to each Customer (and End User, as applicable) and any further information that may be reasonably necessary for BOLAG to ensure compliance with this Agreement. Licensee shall report to BOLAG within twenty-eight (28) calendar days after the end of each quarter, the type of Bundled Product and/or Updates distributed directly or indirectly to each Customer (and End User, as applicable) during such quarter, organized in a manner to permit a separate review of Bundled Product and Updates, the postal codes of each such Customer (and End User, as applicable), the number of copies and type of Bundled Product (by platform) used internally by Licensee for the first time during such quarter, and such other information as BOLAG may from time to time reasonably request.

4.4 AUDIT OF RECORDS

Licensee and each Distributor and Customer shall keep and maintain full, true, and accurate records containing all data reasonably required for verification of amounts to be paid. BOLAG shall have the right, during normal business hours upon at least fifteen (15) business days prior notice and not more often than once per calendar year, to audit and analyze the relevant records of Licensee to verify compliance with the provisions of this Agreement. The audit shall be conducted by an independent auditor who is subject to written confidentiality obligations, at BOLAG's expense unless there is inadequate record keeping or the results of such audit establish that inaccuracies in the quarterly reports have resulted in underpayment to BOLAG of more than five percent (5%) of the amount actually due in any quarter, in which case Licensee shall bear the expenses of the audit. Licensee agrees to promptly pay to BOLAG the amount of any underpayment determined by any such audit. BOLAG agrees to promptly pay to Licensee the amount of any overpayment determined by any such audit.

**ARTICLE 5 - DELIVERABLES, UPDATES, AND TECHNICAL SUPPORT**

5.1 DELIVERABLES

BOLAG will make reasonable efforts to provide a preliminary version of the BOLAG Source Code (which may or may not exclude the Excluded Components and any third party Optional Products/Modules) to Licensee by January \_\_\_, 20\_\_. BOLAG shall use best efforts, which shall in no event require BOLAG to make any unreasonable efforts, to provide Licensee with the deliverables set forth on Attachment A hereto, if any, (the "DELIVERABLES") substantially in accordance with the schedule set forth therein.

5.2 UPDATES AND TECHNICAL SUPPORT

In consideration of the payment by Licensee to BOLAG of the License Fee and Prepaid License Fee pursuant to Article 4.1.1, BOLAG shall provide to Licensee (i) maintenance and technical support services described in Attachment C hereto, including, without limitation, all Minor Updates during the first fifteen (15) months of this Agreement, and (ii) any Major Updates to the BOLAG Product during the first twenty-four (24) months of this Agreement. For so long as BOLAG shall continue to offer such maintenance and support services to its other general licensees of the BOLAG Product, in consideration of the payment by Licensee to BOLAG of Service Fees pursuant to Article 4.1.2, BOLAG shall provide to Licensee, for the sixteenth month of this Agreement through the end of this Agreement, maintenance and technical support services described in Attachment C hereto, including, without limitation, all Minor Updates. Any provision by BOLAG of Major Updates after the end of the first twenty-four (24) months of the term of this Agreement shall be discussed in good faith by the parties; provided, however, that in no case will the fee payable by Licensee for each Major Update exceed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ €.

BOLAG will not be responsible for providing Minor Updates to End Users, Distributors or Customers and Licensee will be responsible for providing Minor Updates to End Users which Licensee licenses directly, and to Distributors, and Customers. If requested in writing by BOLAG, Licensee will distribute each Minor Update to End Users, which Licensee licenses directly, and to Distributors, and Customers.

**ARTICLE 6 - TRADEMARKS AND TRADE NAMES**

6.1 LICENSE TO USE BOLAG TRADEMARKS

Licensee shall use, and is hereby granted a non-transferable, non-exclusive, non-assignable and restricted license, during the term of this Agreement, to use (with no right to sublicense), the BOLAG Trademarks (a) on any Bundled Product licensed or sold, and (b) in any advertising, packaging, marketing, technical or other materials related to such Bundled Product. When used in accordance with the terms of the preceding sentence, the BOLAG Trademarks, shall be of a size, and shall be positioned prominently.

All Bundled Product shall comply with the Branding Requirements as set forth in Attachment D After translation of the BOLAG Trademarks by Licensee, Licensee will consult with BOLAG so that BOLAG can help ensure uniformity with their use by BOLAG or third parties. Licensee shall clearly indicate BOLAG's ownership of the BOLAG Trademarks. All such usage shall inure to BOLAG's benefit.

Licensee agrees not to register any BOLAG Trademarks without BOLAG's express prior written consent and to the extent Licensee obtains an agreement with its Distributors and Customers not to register any of Licensee's trademarks, Licensee agrees to obtain the agreement of its Distributors, and Customers not to register any BOLAG Trademarks without BOLAG's express prior written consent. Licensee shall not contest BOLAG's ownership of, or rights in, the BOLAG Trademarks and to the extent Licensee obtains an agreement with its Distributors and Customers not to contest, Licensee's ownership of, or rights in, Licensee's trademarks, Licensee agrees to obtain the agreement of its Distributors, and Customers not to contest, BOLAG's ownership of, or rights in, BOLAG's Trademarks.

At any time upon the reasonable written request of BOLAG, Licensee will provide BOLAG with copies of the Licensee Product and any related goods and marketing materials bearing the BOLAG Trademarks solely for BOLAG's internal use so that BOLAG can verify that (i) the quality of the Licensee Product is acceptable to BOLAG and (ii) the quality of Licensee's use of the BOLAG Trademarks is in accordance with the requirements of this Agreement, the Branding Requirements and is otherwise comparable to that of BOLAG's use thereof.

In the event that BOLAG notifies Licensee that Licensee has failed to meet the requirements of (i) above, Licensee shall immediately cease distributing any affected Licensee Products, goods or marketing materials incorporating, displaying or otherwise bearing the BOLAG Trademarks; provided, however, the foregoing shall not relieve Licensee of any of its obligations with respect to the Branding Requirements. In the event that BOLAG notifies Licensee that Licensee has failed to meet the requirements of (i) or (ii) above with respect to any Bundled Product, goods or marketing materials incorporating, displaying or otherwise bearing the BOLAG Trademarks, Licensee shall suspend distribution of such Bundled Product, goods or marketing materials until Licensee has satisfied BOLAG that the foregoing requirements have been met.

6.2 LICENSE TO USE LICENSEE TRADEMARKS

BOLAG may use, and is hereby granted the non-exclusive, non-assignable and restricted license, during the term of this Agreement, to use (with no right to sub-license), the Licensee Trademarks in any advertising, packaging, marketing technical or other materials related to the BOLAG Product and Distributable Source. Such use shall be in accordance with any written instructions delivered by Licensee to BOLAG from time to time during the term of this Agreement, and any specific use shall be subject to the prior written consent of Licensee. BOLAG will clearly indicate Licensee's ownership of the Licensee Trademarks.

**ARTICLE 7 - PROPRIETARY RIGHTS**

7.1 PROPRIETARY RIGHTS

Title to and ownership of all copies of the BOLAG Product, the BOLAG Source Code, the Updates and End User Documentation (and any portion thereof) whether in machine-readable or printed or displayed form, and including, without limitation, Derivative Works, compilations, or collective works thereof and all related technical know-how and all proprietary rights contained therein (including without limitation rights in patents, trademarks, copyrights, and trade secrets applicable thereto), are and shall remain the exclusive property of BOLAG or its licensors.

Within thirty (30) days of the release of each new version of the Bundled Product, Licensee shall deliver to BOLAG a written and digital (in a mutually agreeable format) copy of all Derivative Works of the BOLAG Source Code, the Distributable Source and the End User Documentation. Licensee hereby assigns to BOLAG all of its right, title and interest in and to the Derivative Works made by Licensee. The parties hereby agree to execute any assignments necessary to effectuate the foregoing ownership provision. Neither Licensee any Distributor nor any Customer shall take any action to jeopardize, limit or interfere in any manner with BOLAG's ownership of rights with respect to the BOLAG Product and End User Documentation. Licensee shall have only those rights in or to the BOLAG Product and End User Documentation granted to it pursuant to this Agreement.

7.2 PROPRIETARY NOTICES

7.2.1 NO ALTERATION OF NOTICES. Neither Licensee, the Distributors, nor the Customers, or any of their respective employees or agents, shall remove or alter any trademark, trade name, copyright, or other proprietary notices, legends, symbols, or labels appearing on or in copies of the BOLAG Product and End User Documentation and other materials, including, without limitation, any documentation or user manuals, delivered to Licensee by BOLAG and Licensee shall use the same notices, legends, symbols, or labels in and on copies of such materials made pursuant to Article 2.1 as are contained in and on such BOLAG Product and such materials.

7.2.2 NOTICE. Each portion of the BOLAG Product and End User Documentation reproduced by Licensee shall include the intellectual property notice or notices appearing in or on the corresponding portion of such materials as delivered by BOLAG hereunder. Licensee shall ensure that all copies of the BOLAG Product and Distributable Source, including, without limitation, copies of the Bundled Product and End User Documentation, made pursuant to this Agreement conspicuously display a notice substantially in the following form:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ARTICLE 8 - CONFIDENTIAL INFORMATION AND DISCLOSURE**

8.1 CONFIDENTIAL INFORMATION

Each party agrees to maintain all Confidential Information in confidence to the same extent that it protects its own similar Confidential Information and to use such Confidential Information only as permitted under this Agreement. For purposes of this Agreement "CONFIDENTIAL INFORMATION" shall mean information including, without limitation, computer programs, code, algorithms, names and expertise of employees and consultants, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial and product development plans, forecasts, strategies and information marked "Confidential" or, if disclosed verbally, identified as confidential. Each party agrees to take all reasonable precautions to prevent any unauthorized disclosure or use of Confidential Information including, without limitations disclosing Confidential Information only to its employees (a) with a need to know to further permitted uses of such information, (b) who are parties to appropriate agreements sufficient to comply with this Article 8 and (c) who are informed of the nondisclosure/non-use obligations imposed by this Article 8 and both parties shall take appropriate steps to implement and enforce such non-disclosure/non-use obligations.

The foregoing restrictions on disclosure and use shall survive for three (3) years following termination of this Agreement but shall not apply with respect to any Confidential Information that (i) was or becomes publicly known through no fault of the receiving party; (ii) was rightfully known or becomes rightfully known to the receiving party without confidential or proprietary restriction from a source other than the disclosing party; (iii) the receiving party can document was independently developed by the receiving party without the participation of individuals who have had access to the Confidential Information; (iv) is approved by the disclosing party for disclosure without restriction in a written document which is signed by a duly authorized officer of such disclosing party; or (v) the receiving party is legally compelled to disclose; provided, however, that prior to any such compelled disclosure, the receiving party will (a) assert the privileged and confidential nature of the Confidential Information against the third party seeking disclosure and (b) cooperate fully with the disclosing party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event that such protection against disclosure is not obtained, the receiving party will be entitled to disclose the Confidential Information, but only as and to the extent necessary to legally comply with such compelled disclosure.

8.2 CONFIDENTIALITY OF AGREEMENT

Unless required by law, and except to assert its rights hereunder or for disclosures to its own employees on a "need to know" basis, both parties agree not to disclose to any third party the terms of this Agreement or matters relating hereto without the prior written consent of the other party which consent shall not be unreasonably withheld.

8.3 CONFIDENTIALITY OF SOURCE CODE

BOLAG Source Code and any Derivative Works thereof shall be Confidential Information under the foregoing terms of this Agreement and shall in addition be subject to the terms of this Article 8.3.

8.3.1 Licensee will limit access to the BOLAG Source Code solely to Licensee's employees and on-site independent contractors ("Contractors") with a need to know for purposes of this Agreement.

8.3.2 Notwithstanding any other provision of this Agreement, this provision shall survive any expiration or termination of this Agreement and shall remain in full force and effect despite any such expiration or termination.

8.3.3 The receiving party shall have in place a written confidentiality agreement with each of its employees and Contractors who are given access to the BOLAG Source Code, which requires the employee or Contractor to comply with the requirements of this Agreement. Prior to disclosing any BOLAG Source Code to its employees or Contractors as permitted herein, Licensee shall ensure that all BOLAG Source Code is marked "BOLAG Confidential."

8.3.4 Licensee shall use its best efforts to protect the confidentiality of the BOLAG Source Code, including methods of limiting access. Licensee will use BOLAG Source Code in a building with restricted access or in a locked room and only on computer systems with security protection which is adequate to prevent unauthorized parties from accessing such BOLAG Source Code. Licensee shall be liable for the conduct of its employees, agents, representatives and Contractors who in any way breach this Article of this Agreement.

**ARTICLE 9 - WARRANTIES**

9.1 LIMITED WARRANTY

Subject to the limitations set forth in this Agreement, BOLAG warrants only to Licensee that the BOLAG Source Code, when properly compiled installed, and used, will substantially conform to the functional specifications published by BOLAG when the BOLAG Product is shipped by BOLAG to Licensee. BOLAG's warranty and obligation shall extend for a period of ninety (90) days ("Warranty Period") from the date BOLAG first delivers the BOLAG Source Code to Licensee. All warranty claims not made in writing or not received by BOLAG within the time period specified above shall be deemed waived. BOLAG's warranty and obligation is solely for the benefit of Licensee, who has no authority to extend this warranty to any other person or entity. BOLAG MAKES NO WARRANTY THAT ALL ERRORS OR FAILURES WILL BE CORRECTED.

9.2 EXCLUSIVE WARRANTY

THE EXPRESS WARRANTY SET FORTH IN ARTICLE 9.1 CONSTITUTES THE ONLY WARRANTY WITH RESPECT TO THE BOLAG PRODUCT AND DISTRIBUTABLE SOURCE. BOLAG MAKES NO OTHER REPRESENTATION OR WARRANTY OR CONDITION OF ANY KIND WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW) WITH RESPECT TO THE BOLAG PRODUCT AND DISTRIBUTABLE SOURCE. BOLAG EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BOLAG DOES NOT WARRANT THAT THE BOLAG PRODUCT OR DISTRIBUTABLE SOURCE IS ERROR-FREE OR THAT OPERATION OF THE BOLAG PRODUCT OR DISTRIBUTABLE SOURCE WILL BE SECURE OR UNINTERRUPTED AND HEREBY DISCLAIMS ANY AND ALL LIABILITY ON ACCOUNT THEREOF. BOLAG EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF NON-INFRINGEMENT; THE SOLE REMEDY FOR INFRINGEMENT IS PROVIDED IN ARTICLE 10. This sub-article shall be enforceable to the extent allowed by applicable law.

9.3 DEFECTS NOT COVERED BY WARRANTIES

BOLAG shall have no obligations under the warranty provisions set forth in Article 9.1 if any nonconformance is caused by: (a) the incorporation, attachment or other engagement of any attachment, feature, program, or device, other than by BOLAG, to the BOLAG Product, or any part thereof; or (b) accident; transportation; neglect or misuse; alteration, modification, or enhancement of the BOLAG Product other than by BOLAG; or (c) failure to provide a suitable installation environment; or (d) use of supplies or materials not meeting specifications; or (e) use of the BOLAG Product for other than the specific purpose for which it is designed; or; (f) Licensee's use of defective media (other than defective media provided by BOLAG to Licensee) or defective duplication of the BOLAG Product; or (g) Licensee's failure to incorporate any Update previously released by BOLAG which corrects such nonconformance.

9.4 EXCLUSIVE REMEDY

In the event that Licensee finds what it believes to be Program Errors in or a failure of the BOLAG Product, BOLAG Source Code and Distributable Source that prevents such code from substantially conforming to functional specifications published by BOLAG for the Reference Implementation in effect when the BOLAG Product is shipped by BOLAG to Licensee, and provides BOLAG with a written report thereof during the Warranty Period, BOLAG will use reasonable efforts to correct promptly, at no charge to Licensee, any such Program Errors or failures. This is Licensee's sole and exclusive remedy and BOLAG's sole obligation, for any express or implied warranties hereunder.

9.5 LICENSEE WARRANTY

Licensee hereby warrants that Licensee has the authority to enter into and be bound by the terms of this Agreement.

**ARTICLE 10 - INDEMNIFICATION**

10.1 BOLAG agrees to indemnify, hold harmless and, at Licensee's request, defend Licensee from and against any and all claims, liabilities, losses, damages, expenses and costs (including reasonable attorneys' fees and costs) arising out of, in connection with or relating to a claim that the BOLAG Product, BOLAG Source Code or Distributable Source infringes any valid patent, copyright, trademark or trade secret to the extent that such infringement exists in the reference implementation; provided, that Licensee (a) promptly (within twenty (20) days) notifies BOLAG in writing of any such claim and BOLAG has sole control of the defense and all related settlement negotiations, and (b) cooperates with BOLAG, at BOLAG's expense, in defending or settling such claim.

10.2 Should the BOLAG Product, BOLAG Source Code become, or be likely to become in BOLAG's opinion, the subject of infringement of such copyright, patent, trademark or trade secret, BOLAG may (i) procure for Licensee the right to continue using the same or (ii) replace or modify it to make it non-infringing. Notwithstanding any characterization of any fees paid by Licensee hereunder as "non- refundable", in the event that BOLAG determines that neither (i) or (ii) above are commercially reasonable, BOLAG may terminate this Agreement upon thirty (30) days prior written notice, and refund to Licensee all amounts paid hereunder reduced on a straight-line pro-rata basis over five (5) years from the Effective Date.

BOLAG shall have no liability for and Licensee shall indemnify and hold BOLAG harmless from and against any claim based upon: (a) the use of a version of the BOLAG Product, BOLAG Source Code other than the then current, unaltered version of the BOLAG Product, BOLAG Source Code (as applicable) would also be infringing; (b) use, operation or combination of the BOLAG Product, BOLAG Source Code with non-BOLAG programs, data, method, equipment or documentation, if such infringement would have been avoided but for such use, operation or combination; (c) Licensee's, its Distributors', its Customers' or agent's activities after BOLAG has notified Licensee that BOLAG believes such activities may result in such infringement; (d) compliance with Licensee's designs, specifications or instructions; (e) any modifications or marking of the BOLAG Product, BOLAG Source Code not specifically authorized in writing by BOLAG; (f) any Derivative Works made by Licensee; (g) Licensee's use of any trademarks other than the BOLAG Trademarks pursuant to Article 6 hereof; or (h) third party software except for software developed by XXXXX. The foregoing states the entire liability of BOLAG and the exclusive remedy of Licensee with respect to infringement of any intellectual property rights.

10.3 GENERAL INDEMNIFICATION BY LICENSEE.

Licensee agrees to indemnify, hold harmless and, at BOLAG's request, defend BOLAG from and against any and all claims, liabilities, losses, damages, expenses and costs (including reasonable attorneys' fees and costs) arising out of, in connection with or relating to (i) Licensee's or Distributors' failure to include in each Distributor Agreement the contractual terms required to be included therein pursuant to Article 3.3 or (ii) except to the extent that BOLAG is responsible for a claim under Article 10.1 and 10.2, Licensee's, a Distributor's or a Customer's use, distribution or reproduction of the BOLAG Product, End User Documentation and/or Licensee Products, including, without limitation, any claims, liabilities, losses, damages, expenses and costs arising out of, in connection with or relating to defective reproduction of or the use of defective media in the reproduction of the BOLAG Product, breach of warranty or support obligations or infringement or misappropriation of intellectual property rights.

**ARTICLE 11 - LIMITATION OF LIABILITY**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY OR ITS RESPECTIVE LICENSORS OR SUPPLIERS BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (I) ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA, INTERRUPTION OF BUSINESS, OR (II) ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, OR (III) ANY CLAIM AGAINST THE OTHER PARTY HERETO BY ANY THIRD PARTY, EXCEPT AS PROVIDED IN THE ARTICLE ENTITLED "INDEMNIFICATION" IN THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY

INDIRECT, SPECIAL, IBOLAGDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EXCEPT

TO THE EXTENT SUCH DAMAGES ARISE FROM A BREACH OF ARTICLES 2.1 OR ARTICLE 8, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

IN NO EVENT WILL BOLAG OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR (a) ANY REPRESENTATION OR WARRANTY MADE TO ANY THIRD PARTY BY LICENSEE, ANY DISTRIBUTOR, ANY CUSTOMER OR ANY OF THEIR RESPECTIVE AGENTS; (b) FAILURE OF THE BOLAG PRODUCT TO PROVIDE DATA SECURITY; OR (c) ANY USE OF THE BOLAG PRODUCT OR DISTRIBUTABLE SOURCE OR THE RESULTS OR INFORMATION OBTAINED OR DECISIONS MADE BY END USERS OF THE BOLAG PRODUCT OR DISTRIBUTABLE SOURCE. THE REMEDIES PROVIDED IN THIS AGREEMENT ARE THE PARTY'S SOLE AND EXCLUSIVE REMEDIES.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, EACH PARTY'S ENTIRE LIABILITY TO THE OTHER FOR DAMAGES CONCERNING PERFORMANCE OR NON-PERFORMANCE BY EITHER PARTY (EXCEPT FOR LICENSEE'S FAILURE TO MAKE ANY PAYMENT OWED TO BOLAG HEREUNDER) OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, AND REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT OR IN TORT, SHALL NOT EXCEED THE LESSER OF (i) THE TOTAL FEES PAID HEREUNDER OR (ii) FIVE HUNDRED THOUSAND EUROS.

**ARTICLE 12 - TERM OF AGREEMENT**

This Agreement shall commence on the Effective Date and shall continue until terminated as provided in Article 13.

**ARTICLE 13 - DEFAULT AND TERMINATION**

13.1 TERMINATION FOR DEFAULT

In the event (i) either party materially breaches any of its obligations under this Agreement and fails to cure such material breach within thirty (30) days following written notice of such breach from the non-defaulting party or (ii) either party becomes bankrupt; the non-defaulting party, at its option shall have the right to terminate this Agreement by written notice. "Bankrupt" means that a party ceases to do business in the normal course, becomes or is declared insolvent or Bankrupt, is the subject of any proceeding relating to its liquidation or insolvency that is not dismissed within ninety (90) calendar days of commencement, or makes an assignment for the benefit of its creditors.

13.2 TERMINATION OF LICENSES

In the event that (i) Licensee materially breaches Article 8 or 14.3 or (ii) Licensee breaches Article 8 in a manner that, by its nature, such breach is not subject to cure; BOLAG may immediately terminate this Agreement and/or the licenses granted by BOLAG to Licensee in Article 2.1 hereof. In the event that Licensee (a) fails to cure a material breach of Article 2.1 or Article 4 and fails to cure such material breach within thirty (30) days following written notice of such breach from BOLAG or (b) becomes Bankrupt; BOLAG may terminate this Agreement and/or licenses granted by BOLAG to Licensee in Article 2.1 hereof by written notice.

13.3 EFFECT ON RIGHTS

13.3.1 Neither termination of this Agreement by either party nor termination of the licenses granted in this Agreement by BOLAG shall act as a waiver of any breach of this Agreement or as a release of either party from any liability for breach of such party's obligations under this Agreement.

13.3.2 Except where otherwise specified, the rights and remedies granted to a party under this Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies which the party may possess at law or in equity, including without limitation rights or remedies under applicable patent, copyright, trade secrets, or proprietary

rights laws, rules or regulations.

13.4. EFFECT OF TERMINATION

13.4.1 Within thirty (30) calendar days after termination of this Agreement by Licensee (for other than an uncured material breach by BOLAG) or by BOLAG under Article 13.2 or Article 14.3, Licensee shall, at BOLAG's

option, either deliver to BOLAG or destroy all copies of the BOLAG Product, the BOLAG Source Code, including, without limitation, copies of the Bundled Product and End User Documentation and any other materials provided by BOLAG to Licensee hereunder in its possession or under its control, and shall furnish to BOLAG an affidavit signed by an officer of Licensee certifying that, to the best of its knowledge, such delivery or destruction has been fully effected. In the event of termination of the Agreement and/or the licenses granted by BOLAG to Licensee in Article 2.1, BOLAG

will return to Licensee any source code received from Licensee under this Agreement and any copies thereof.

13.4.2 In the event that the licenses hereunder are terminated for any reason other than by BOLAG pursuant to Article 13.2 or 14.3, and provided Licensee fulfills its obligations specified in this Agreement with respect to such items, Licensee may continue to use and retain copies of the BOLAG Product, the BOLAG Source Code and End User Documentation to the extent, but only to the extent, necessary to support and maintain Bundled Product rightfully distributed to End Users and Customers by Licensee, directly or indirectly through Distributors or Customers, prior to termination of this Agreement.

13.5 CONTINUING OBLIGATIONS

13.5.1 PAYMENT OF ACCRUED FEES. Within thirty (30) calendar days of termination of this Agreement, Licensee shall pay to BOLAG all sums then due and owing. Any other such sums shall subsequently be promptly paid as they become due and owing.

13.5.2 CONTINUANCE OF SUBLICENSES. Notwithstanding the termination of this Agreement, all End User and Customer sublicenses which have been properly granted by Licensee and Distributors and Customers pursuant to this Agreement prior to its termination shall survive.

13.6. Consistent with the protection of the rights of the party seeking injunctive relief as permitted hereunder, any injunctive relief sought by either party to enforce the obligations of the other party under this Agreement shall be structured, to the greatest extent possible, in a manner that will maintain the business operations of the party on which any such relief is imposed.

**ARTICLE 14 - GENERAL PROVISIONS**

14.1 NOTICES

Any notice, request, demand, or other communication required or permitted hereunder shall be in writing and shall be deemed to be properly given upon the earlier of (a) actual receipt by the addressee or (b) five (5) business days after deposit in the mail, postage prepaid, when mailed by registered or certified airmail, return receipt requested, or two (2) business days after being sent via private industry courier to the respective parties at the addresses first set forth above or to such other person or address as the parties may from time to time designate in a writing delivered pursuant to this Article 14.1.

14.2 WAIVER AND AMENDMENT

The waiver by either party of a breach of or a default under any provision of this Agreement, shall not be construed as a waiver of any subsequent breach of the same or any other provision of the Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy. No amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized signatory of BOLAG and Licensee.

14.3 ASSIGNMENT

This Agreement and the licenses granted hereunder are to a specific legal entity or legal person, not including corporate subsidiaries or affiliates, and are not assignable by BOLAG or Licensee, including, assignments that result from the operation of law, nor are the obligations imposed on BOLAG or Licensee delegable. Any attempt by either party to sublicense (except as expressly permitted herein) assign or transfer any of the rights (other than BOLAG's right to receive payment), duties or obligations under this Agreement in derogation hereof shall be null and void.

14.4 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Finland, without reference to its conflicts of law provisions. Any dispute regarding this Agreement shall be subject to the exclusive jurisdiction of city court of Helsinki (Helsingin käräjäoikeus). This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

14.5 RELATIONSHIP OF THE PARTIES

No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither Licensee, its Distributors or its Customers or agents have any authority of any kind to bind BOLAG in any respect whatsoever.

14.6 CAPTIONS AND ARTICLE HEADINGS

The captions and Article and paragraph headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

14.7 SEVERABILITY

If the application of any provision or provisions of this Agreement to any particular facts of circumstances shall be held to be invalid or unenforceable by any court of competent jurisdiction, then (a) the validity and enforceability of such provision or provisions as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement shall not in any way be affected or impaired thereby and (b) such provision or provisions shall be reformed without further action by the parties hereto to and only to the extent necessary to make such provision or provisions valid and enforceable when applied to such particular facts and circumstances.

14.8 FORCE MAJEURE

Either party shall be excused from any delay or failure in performance hereunder, except the payment of monies by Licensee to BOLAG, caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to, acts of God, earthquake, labor disputes and strikes, riots, war, and governmental requirements. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay.

14.9 ENTIRE AGREEMENT

This Agreement, including the Attachments hereto, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous proposals and agreements whether oral or written, and all communications between the parties relating to the subject matter of this Agreement and all past courses of dealing or industry custom. If any ambiguity or conflict exists between the terms of this Agreement and the terms of any Attachment hereto, the terms of the Attachment shall prevail and shall be conclusively determined to reflect the intention of the parties with respect to the relevant issues. The terms and conditions of this Agreement shall prevail, notwithstanding any variance with any purchase order or other written instrument submitted by Licensee, whether formally rejected by BOLAG.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by duly authorized representatives of the parties as of the Effective Date.

**BOLAG LICENSEE**

**By: By:**

**------------------------- ------------------------**

**Signature Signature**

**Name: Name:**

**----------------------- -----------------------**

**Print or Type Print or Type**

**Title: Title:**

**---------------------- ----------------------**

**Date: Date:**

**----------------------- -----------------------**

ATTACHMENT A

PRODUCT(S) AND TRADEMARK DESCRIPTIONS

BOLAG Product:

ATTACHMENT B

LICENSEE PRODUCT, LICENSEE TRADEMARK, PRICING AND PAYMENT SCHEDULES, TERRITORY AND OPTIONAL PRODUCTS/MODULES

Licensee Product:

Licensee Trademarks:

Pricing:

- License Fee:

- Prepaid License Fee

- Engineering Fees:

- Royalties:

- Service Fee:

Territory: Worldwide

Optional Products/Modules:

The following requirements must be met for each Bundled Product distributed under the attached Agreement

ATTACHMENT C

OEM Maintenance and Technical Support

ATTACHMENT D

USER INTERFACE AND BRANDING REQUIREMENTS