**EVALUATION VERSION LICENSE AGREEMENT**

**( - lisenssinantajan näkökulmasta)**

Sopimuspohja tehty ensisijaisesti lisenssinantajan näkökulmasta tilanteeseen, jossa annetaan rajoitettu 30 päivän lisenssioikeus lisenssinsaajalle arvioida ohjelmiston toimivuutta ja sopivuutta lisenssinsaajan tarpeisiin. Tässä pohjassa lisenssinsaaja hyväksyy sopimusehdot ja hyväksyntä mahdollistaa ohjelmiston käyttöönoton arviointitarkoituksiin.

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\_\_*

**EVALUATION VERSION LICENSE AGREEMENT**

This is a limited utility, evaluation version of the **Yritys Oy** software. Before proceeding with the installation, you must accept the terms of the following license agreement. Indicate your acceptance or rejection of this agreement by clicking on the appropriate button below. lf you click on "accept” installation will continue. If you click on "reject” installation will abort.

**1. GRANT OF LICENSE**

Yritys Oy (“Yritys”) hereby grants to the person accepting this License ("Licensee") this a non-exclusive, non-transferable and non-assignable license to use the evaluation version of the Yritys computer software and associated user documentation which accompany this Agreement (all referred to herein as the "Licensed Software") in accordance with the terms and conditions of this Agreement.

**2. SCOPE OF USE**

Licensee may use the Licensed Software for a period of thirty (30) days on a single device for the sole purpose of evaluating the Licensed software and determining whether or not Licensee desires to purchase a license for use of the production version. Licensee may make only such copies of the Licensed Software as are reasonably necessary for Licensee’s evaluation purposes.

**3. DISCLAIMER OF WARRANTY**

THE LICENSED SOFTWARE IS FURNISHED BY YRITYS AND ACCEPTED BY LICENSEE “AS IS", WITHOUT ANY WARRANTY WHATSOEVER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE SPECIFICALLY EXCLUDED AND DISCLAIMED. YRITYS DOES NOT WARRANT THAT THE LICENSED SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE LICENSED SOFTWARE IS WITH LICENSEE.

**4. LIMITATION OF YRITYS LIABILITY**

IN NO EVENT WILL YRITYS BE LIABLE TO LICENSEE OR ANY OTHER PERSON FOR ANY LOST PROFITS, LOST SAVINGS, LOST DATA OR OTHER DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THE LICENSED SOFTWARE, EVEN IF YRITYS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE; PROVIDED, HOWEVER, THAT NOTHING IN THIS AGREEMENT SHALL OPERATE TO RELIEVE YRITYS FROM LIABILITY FOR ITS OWN WILLFUL OR WANTON RECKLESSNESS OR INTENTIONAL ACTS.

**5. PROPRIETARY EXPRESSION AND INFORMATION**

Yritys is the copyright owner of the Licensed Software, and the ideas, procedures, processes, systems, methods of operation and concepts, which are embodied within the Licensed Software and trade secret information of Yritys. This license is not a sale of a copy of the Licensed Software and does not render Licensee the owner of a copy of the Licensed Software. ownership of the Licensed Software and all components and copies thereof shall at all times remain with Yritys, regardless of who may be deemed the owner of the tangible media in or on which the Licensed Software may be copied, encoded or otherwise fixed.

**6. RESTRICTIONS UPON DUPLICATION**, **REVERSE ENGINEERING AND DISCLOSURE**

Any copy of the Licensed Software made by Licensee must bear the same copyright and other proprietary notices that appear on the copy furnished to Licensee by Yritys. Licensee will not disassemble, decompile or otherwise attempt to reverse engineer the Licensed Software, nor shall Licensee permit any other person to do so. Licensee will make reasonable efforts to prevent any unauthorized copying of the Licensed Software or disclosure or use of Yritys’s trade secret information' and Licensee will advise Licensee’s employees who are permitted access to the Licensed Software of the restrictions upon duplication, reverse engineering, disclosure and use contained in this Agreement. Licensee will be liable for any unauthorized copying, reverse engineering and/or disclosure by Licensee’s employees or agents.

**7. RESTRICTION UPON TRANSFER**

Licensee will not lease, rent, sell, pledge, assign, sublicense, loan or otherwise transfer to any third party any part of the Licensed Software or any copy thereof or any of Licensee’s rights under this Agreement.

**8. TERMINATION**

The license hereby granted will terminate thirty (30) days following Licensee’s installation of the Licensed Software. Upon termination, Licensee will destroy all copies of the Licensed Software in Licensee's possession.

**9. NON-WAIVER**

The failure by either party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

**10. SEVERABILITY AND APPLICABLE LAW**

Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.

This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of Finland. Any action between Yritys and Licensee will be venued in the city court of Helsinki.

**12. ASSIGNMENT AND BINDING EFFECT**

Yritys may assign, delegate and/or otherwise transfer this Agreement or its rights and obligations to any person or entity. Licensee may not assign, delegate or otherwise transfer this Agreement or any of Licensee's rights or obligations hereunder without the prior written consent of Yritys. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

**13. ENTIRE AGREEMENT**

This Agreement sets forth the entire agreement and understanding between Yritys and Licensee regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter.

This Agreement may not be modified or amended except by a writing signed by the party against whom the same is sought to be enforced.

**The foregoing License Agreement is**

**ACCEPTED REJECTED**