

END USER SOFTWARE LICENSE AGREEMENT**(“Software License”)**

This Software License is a legal agreement between QPR Software Plc (hereinafter “**QPR**”) and a customer organization (hereinafter the “**Customer**” and, together with QPR, the “**Parties**”).

This agreement defines the terms under which the license to the Software and to any such new releases thereof, which the Customer may be entitled to under the Software Updating and Technical Support Services Terms, shall be granted and the undertakings of the Parties with respect to such Software license and the Software updating and technical support services.

NOW THEREFORE, in consideration of the mutual covenants exchanged herein, the Parties hereby act and agree as follows:

1. License Grant and Ownership

QPR hereby grants to Customer against payment of the Software price a nonexclusive and nontransferable license to use the Software, in object code only, and all end user documentation necessary for such use. The right to use the Software shall be limited to loading, installing, and using the Software on the designated workstations and networks. Customer shall purchase, designate and activate a license for each individual user of the Software.

All title, copyright, trademark and other proprietary rights pertaining to or arising from the Software and the documentation referred to above in this Section 1 shall remain with QPR. Without prejudice to the generality of the aforesaid, the Customer shall not have under any circumstances any right to make copies or reproduce in any medium or in any manner or adapt or modify or translate or decompile or reverse engineer or disassemble or in any other way create derivative products of the Software except as provided under the applicable mandatory laws. Customer agrees that any such works are derivative works and as such are the sole property of QPR. Official QPR Software products, QPR Support services and all related materials are always written in English. QPR’s authorized resellers or representatives may translate part of these products and materials to other languages.

2. License Activation and Customer Code

The Customer accepts that a Customer specific code number obtained from QPR CustomerCare is required to install the Software and activate the Software License in a designated system (“Customer Code”) and that QPR is entitled to register information concerning Customer’s designated system and users of the Software for the purpose of administering Customer Code and its rights under this Software License. The Customer further accepts that any activation of Software License is transient until full payment of the Software price; thereafter the Customer Code entitles the Customer to continuous activation of the Software License.

The Customer is responsible of the use of Customer Code and Software Licenses activated by Customer’s Customer Code. In case the Customer activates more licenses than the Customer have paid for, QPR is entitled to invoice and the Customer shall promptly pay for the additional licenses activated by Customer’s Customer Code in accordance with the then current Software price.

3. Term

This Software License shall be effective as agreed. Depending on the actual purchase agreement, the Software License shall be valid for the agreed time period or the Software License shall continue indefinitely. In any case, the Software License is subject to the provisions contained below in Section 9.

4. Undertakings by the Customer with Respect to the Software

Without prejudice to the generality of the grant of this Software License set forth above in Section 1, the Customer undertakes with respect to the Software:

- (a) not to make copies or reproduce or translate or adapt or decompile or in any other way create derivative products of the Software except as provided under the applicable mandatory laws;
- (b) to maintain accurate and up-to-date records at all times of the number, location and named users of all copies of the Software and on what equipment the Software is used and to notify QPR of any amendments necessary and to provide the information to QPR on request;
- (c) to supervise and control the use of the Software in accordance with the terms of this Software License and the Purchase Agreement;
- (d) to reproduce and include the copyright notice contained in or on the Software, on all and any copies made, whether in whole or in part, in any form, including partial copies or modifications of the Software made herein; and
- (e) not to provide or otherwise make available the Software in whole or in part (including but not limited to program listings, object code, source program listings, and source code), in any form to any person other than the Customer’s employees without prior written consent from QPR or as otherwise provided in this Software License.
- (f) Customer shall not have a right to lease, rent or hire out the Software nor knowingly permit the Software to be rented or hired out without the written consent of QPR.

5. Alterations and Additions to the Software

Alterations and additions to or in connection with the Software may only be carried out by QPR and no liability whatsoever shall be accepted by QPR for any alterations or additions carried out in contravention of this clause nor for any effect such alterations or additions may have on the Software or the support thereof.

Customisations of the Software to the extent and scope defined in the end user documentation are allowed and are in accordance with this agreement and are not in breach of the copyright of QPR Software. No copyright or other intellectual property rights are affected or transferred in making the customisations. No liability whatsoever shall be accepted by QPR for any customisation of the Software nor for any effect such customisations may have on the Software or the support thereof.

6. Non-disclosure

Neither of the Parties shall disclose to a third party nor use for any purpose other than for the proper fulfillment of the obligations under this Software License information received from the other Party in whatever form under or in connection with this Software License without obtaining the other Party's written permission thereto. QPR is allowed to disclose such information to its employees, agents or subcontractors to be used solely for the purpose of this agreement. The Parties expressly acknowledge not to publish or disclose the existence or terms of this Software License to any third party without a prior written consent of the other Party, except that as may be required by applicable mandatory law. QPR is allowed to add Customer's name and logo to the reference list of Software users.

The foregoing undertaking shall not apply to any such information which

- (i) was in the public domain at the time of the disclosure of such information or later became part of the public domain without breach of these confidentiality obligations;
- (ii) was in the possession of the Party receiving confidential information prior to the disclosure;
- (iii) the receiving Party can demonstrate as having received from a third party and such receipt does not constitute a breach of any confidentiality undertaking of the third party; or
- (iv) can be shown to have been independently developed by personnel of the receiving Party having no access to the information.

Without prejudice to the generality of the aforesaid, each Party agrees to protect the confidentiality of the information at least with the same due care it exercises with respect to its own confidential information and business secrets. The obligations set forth in this clause shall apply for a period of five (5) years as of the date of the disclosure of the information in question, regardless of an earlier expiry or termination of this Software License or the Purchase Agreement.

7. QPR Limited Warranty and Limited Liability

QPR warrants that the Software shall upon delivery and ninety (90) days from delivery substantially conform to its published specifications. Except for the foregoing, the Software is provided AS IS. This limited warranty extends only to Customer as the original licensee. The Customer acknowledges that software in general is not free of errors and agrees that the existence of such shall not constitute a breach of the Software License. Software errors are defined for the purpose of the Software License as any error in the Software that substantially affects the Software's performance under the Software License. In no event does QPR warrant that the Software is error free or that Customer will be able to operate the Software without problems or interruptions. In the event that the Customer discovers an error and notifies QPR of such within three (3) calendar months of the delivery of the Software, QPR shall use reasonable endeavors to correct the error, provided that the error is not due to any modification, variation or addition to the Software not performed by QPR or by the incorrect use, abuse, or corruption of the Software or by use of the Software with other software or on equipment with which the Software is not compatible.

The above warranty DOES NOT apply to any beta software, any software made available for testing or demonstration purposes, any temporary software modules or any software for which QPR does not receive a payment of the Software price. All such software products are provided AS IS without any warranty whatsoever.

Although QPR does not warrant that the Software delivered under this Software License shall be free from all known viruses QPR has used commercially reasonable efforts to check for the most commonly known viruses prior to packaging but the Customer is solely responsible for virus scanning the Software.

QPR is entitled to determine at its discretion whether to repair, replace or provide a credit for the defective Software. For those products, which include Software, QPR may cure an error by an error correction or avoidance action. In no event and due to the nature of programs no guarantee is given of uninterrupted or error free running or that all errors can or will be rectified by error correction or avoidance action.

QPR's obligation under above warranties shall be its sole liability and QPR shall have no other liability whatsoever whether in contract, tort or otherwise as regards the quality, fitness for purpose or merchantability of the Software or for any loss or damage, and all other representations, conditions, warranties and terms whether express or implied, statutory or otherwise are hereby excluded save to the extent that the same are not capable of exclusion at law.

QPR SHALL NOT BE LIABLE TO THE CUSTOMER OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGE WHATSOEVER OR HOWSOEVER, DIRECTLY OR INDIRECTLY, CAUSED BY OR ARISING IN CONNECTION WITH THE SOFTWARE, ANY NEW RELEASE OF THE SOFTWARE, OR THEIR USE OTHERWISE, OR THE PROVISION OF SOFTWARE SUPPORT SERVICES, EXCEPT TO THE EXTENT TO WHICH IT IS UNLAWFUL TO EXCLUDE SUCH LIABILITY UNDER THE APPLICABLE LAW.

NOTWITHSTANDING THE GENERALITY OF THE AFORESAID, QPR SHALL NOT IN ANY EVENT BE LIABLE WHETHER IN CONTRACT, TORT, BY REASON OF NEGLIGENCE OR OTHERWISE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE WHICH MAY ARISE IN RESPECT OF THE SOFTWARE, ITS USE OR ANY ITEM OR SERVICE PROVIDED OR IN RESPECT OF ANY EQUIPMENT OR PROPERTY USED IN CONNECTION WITH THE SOFTWARE, OR FOR LOSS OF PROFIT, BUSINESS, REVENUE, GOODWILL OR ANTICIPATED SAVINGS, AND SHALL NOT BE LIABLE FOR ANY OTHER DAMAGES EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS AND CONDITIONS.

The Customer shall be responsible for taking back-up copies of its data and data files and verifying the functionality of such back-up copies. QPR shall not be liable for the loss of, damage to, or alteration of data or data files of the Customer due to any cause and the resulting damage and expenses incurred, such as expenses based on the re-creation of data files.

Except for any liability of QPR not able to be excluded at law, the liability of QPR shall not exceed fifty percent (50%) of the net amount actually paid to QPR in respect of the supply of the particular Software or services, which gave rise to the liability in question.

8. Force Majeure

QPR shall not be responsible for the non-performance of its obligations under this agreement if performance becomes impossible or unduly burdensome due to events that are not foreseeable and which are beyond the responsibility and control of QPR: i.e., events of force majeure such as, but not limited to, partial or total strikes, either internal or external, lock-outs, inclemency, epidemic, blockage of means of transport, communications, or supply for whatever reason, earthquake, fire, storm, flood, water damage, and governmental or legal restrictions.

9. Termination

Without prejudice to other rights or remedies possibly available, either Party may by notice in writing terminate this Software License with immediate effect if the other Party is in breach of its obligations under this Software License and either that breach is incapable of remedy or the other Party shall have failed to remedy its breach within one (1) calendar month after receiving written notice requiring it to remedy that breach.

QPR may furthermore terminate this Software License with immediate effect if (i) the Customer becomes incapable to meet its debts as they fall due, (ii) the Customer suspends its business, (iii) liquidation, bankruptcy, winding up, or reorganization proceedings against the Customer or its assets have been petitioned for or initiated, (iv) the Customer proposes or undertakes a debt arrangement with its creditors or anything equivalent in effect, or (v) the Customer applies for or consents to the appointment of a receiver or trustee of a substantial part of its assets.

In the event this Software License is terminated, the Customer shall return the Software and any new releases thereof and all documentation and materials related thereto or certify to QPR that such has been expunged from the Customer's systems and destroyed.

10. Applicable Law and Settlement of Disputes

This Software License shall be governed by, and construed in accordance with the laws of Finland. Any dispute or controversy arising out of or relating to this Software License shall be referred to and determined by arbitration in accordance with the Finnish Act on Arbitration. The arbitration shall be held in Helsinki, Finland, and the arbitration proceedings shall be conducted in the English language. The arbitral tribunal shall consist of one (1) sole arbitrator, who shall be appointed by the Board of Arbitration of the Central Chamber of Commerce of Finland.

11. Miscellaneous

(a) Assignment

This Software License may not be assigned by the Customer without the prior written consent of QPR. Any assignment in violation of the provision hereof shall be void. All of the terms and provisions of this Software License shall be binding upon and be enforceable by the respective legal successors and assignees of the Parties. No assignment, whether in breach or in accordance with this Software License shall release the assignor from its obligations hereunder.

(b) Notices

All notices required by this Software License to be given by either Party to the other Party shall be in writing and sent by registered mail and fax and shall be addressed to the last known address of the other Party. No amendments, changes, revisions or discharges of this Software License, in whole or in part, shall have any force or effect unless set forth in writing and signed by the Parties hereto.

(c) Severability

If any section or lesser provision of this Software License is held invalid for any reason or for any purpose, such invalidity shall not affect other sections or lesser provisions of this Software License, in spite of the exclusion of the invalid provision, the Software License can be given effect in line with the basic intentions of the parties and to this end the sections and lesser provisions of this Software License are declared to be severable.

(d) Waiver

No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented.

(e) Validity of Purchase Agreement

All provisions in the Purchase Agreement shall be directly and automatically applicable to this Software License to the extent that this Software License does not contain anything specifically to the contrary. In the event of conflict between any provision of this Software License and any provision of the Purchase Agreement, the provision of this Software License shall prevail.

(f) Headings

Headings are used in this Software License for convenience only and shall not affect any construction or interpretation of this Software License.

12. Entire Agreement

This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous or contemporaneous oral or written communications regarding such subject matter.