

# SOFTWARE LICENSE AGREEMENT

Application Virtualization Explorer Express, Application Virtualization Explorer and Application Virtualization Explorer Professional (collectively hereinafter "SOFTWARE")

This is a legal agreement between the buyer (hereinafter "Licensee") and GridMetric Oy (hereinafter "GridMetric" or "Licensor").

## 1. GRANT OF LICENSE

### 1.1 GENERAL

The Licensor hereby grants to the Licensee a non-exclusive and non-assignable license subject to the terms and condition hereafter set forth to use the SOFTWARE.

The Licensee acknowledges that the SOFTWARE and thereto related technical information and know how provided hereunder are valuable and proprietary to the Licensor.

The Licensee has no right to use the technical information or know how for any purpose other than purposes permitted under this Agreement.

The Licensee shall have no right to grant any sublicenses in respect of the rights granted under this Agreement without the prior written consent of the Licensor.

The Licensee shall not assign its rights or obligations under this Agreement to a third party or otherwise dispose of or deal with those rights or obligations except to the extent permitted under this Agreement.

SOFTWARE includes a Personal License.

### 1.2 PERSONAL LICENSE

The Personal License is for one person only and is non-transferable. If the license is purchased by a legal entity, the Personal license must be assigned to one person within that entity. The license allows installing of the SOFTWARE on two computers. The license doesn't allow using the SOFTWARE as a part of an automated service.

### 1.3 HARDWARE LICENSE

The Hardware License allows installing of the SOFTWARE on two computers. However the license doesn't allow using the SOFTWARE simultaneously on both computers. The license doesn't allow SOFTWARE to be used in a manner wherein concurrent usage of the SOFTWARE is possible by a multiple persons such as, but not limited to, Terminal Server computer. The license doesn't allow using the SOFTWARE as a part of an automated service.

## 1.4 MULTI-USER HARDWARE LICENSE

The Multi-User Hardware License allows the SOFTWARE to be installed on one computer only and is non-transferable. The license allows concurrent usage of the SOFTWARE in the computer shared by multiple simultaneous user sessions such as, but not limited to, Terminal Server or Remote Desktop Session Host server. The license doesn't allow using the SOFTWARE as a part of an automated service.

## 1.5 OTHER LICENSES

GridMetric may grant also other types of licenses upon GridMetric's discretion.

## 2. COPYRIGHT

The SOFTWARE is owned by GridMetric and is proprietary in nature. The SOFTWARE is protected by Finnish copyright law as well as copyright laws of United States and international treaty provisions.

## 3. OTHER RESTRICTIONS

You may not rent, lease, sublicense, loan, copy, modify, adapt, merge or translate the SOFTWARE unless expressly allowed according to the license acquired. You may not reverse engineer, decompile or disassemble the SOFTWARE unless expressly allowed according to the license acquired.

## 4. LIMITED WARRANTY

GridMetric may grant a warranty in the SOFTWARE if it is expressly stated so. Otherwise the SOFTWARE has no warranty.

To the maximum extent permitted by applicable law, GridMetric and its distributors exclude express or implied warranties of any kind, including without limitation, merchantability or fitness for a particular purpose with regard to the SOFTWARE and/or the accompanying written materials.

## 5. LIMITATION OF LIABILITY

In no event shall GridMetric or its distributors be liable for any damages whatsoever (including without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the product of GridMetric, even if GridMetric has been advised of the possibility of such damages.

GridMetric's cumulative liability to you or any other party for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this software license agreement shall not exceed the license fee paid to GridMetric for the use of the SOFTWARE.

## **6. CUSTOMER REMEDIES**

GridMetric and its distributors' entire liability and your exclusive remedy shall be, at GridMetric's option, either (a) return of the price paid or (b) repair or replacement of the SOFTWARE that does not meet GridMetric's Limited Warranty and that is returned to GridMetric's distributor with a copy of the receipt. This Limited Warranty is void if failure of the SOFTWARE has resulted from accident, abuse, or misapplication.

## **7. TERM**

This software license agreement shall be effective until you terminate it by destroying the SOFTWARE and its documentation together with all copies. It shall also terminate if you fail to abide its terms. Upon termination you agree to destroy all copies of the SOFTWARE and its documentation including any SOFTWARE stored on the hard disk of any computer under your control.

## **8. APPLICABLE LAW**

This software license agreement shall be governed by Finnish law and the sole legal venue shall be Helsinki, Finland.