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14. The warranties provided in this Article shall survive any termination of this EULA.

#### **ARTICLE XVI – INFRINGEMENT INVOLVING THIRD PARTIES**

1. In the event that Licensee shall become aware of an infringement by third parties of anything licensed under this EULA, or that another licensee is violating the EULA, Licensee shall promptly notify Licensor of such infringement or breach of the EULA, and it shall do such acts and provide such information to Licensor that would be necessary or desirable in relation to this EULA.

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#### **ARTICLE XVIII – INDEMNIFICATION – PROTECTIONS FOR LICENSOR**

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2. Should the terms and conditions of any other agreement between Licensee and any third parties or documents exchanged relating to the subject matter of this EULA be unenforceable, ambiguous, or in conflict with the terms and conditions set forth in this EULA, Licensee agrees to reject the terms and conditions of the other agreement(s) or documents, and the terms and conditions of this EULA shall supersede the other terms and conditions that govern any relationships between Licensee and the third parties. The terms and conditions of this EULA apply as stated herein irrespective of any limitation of liability or indemnification obligation in any other agreement between the Licensee and associated third parties.

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#### **ARTICLE XX – REFERENCE CUSTOMER**

1. Licensor may use Licensee as a reference customer unless requested not to do so by Licensee.

#### **ARTICLE XXI – VIOLATION OF EULA TERMS**

1. If Licensee has in any way neglected payment of Software or violated the terms of the EULA, Licensor has the right to immediately terminate the EULA and all services regarding Software. Upon such a case, the Licensor may black-list the license keys.
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3. Licensor keeps the right, to receive and process usage statistics of Demo applications, Documentation, Tool windows usage, in order to improve the product features and support. Licensee can prohibit this information from being sent to Licensor in the aforesaid materials.

#### **ARTICLE XXV – CONFIDENTIALITY**

1. Confidential Information and Information are the essences of this EULA. Accordingly, Licensee, on behalf of itself and its employees and any related Entity, agrees that all of such Confidential Information and Information of Licensor shall be held in confidence by Licensee and that Licensee shall neither use such Confidential Information or Information for itself nor disclose it to others, nor (directly or indirectly) assist others to use it for itself or others without the express and advance written permission of Licensor.
2. Except as expressly provided in this EULA, Licensee shall not transfer, rent, lease, modify, translate, sublicense, electronically transmit or receive the "source code" or "documentation" or share or provide the "source code" or "documentation" to any third

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#### **ARTICLE XXVI – NON-COMPETITION**

1. Licensee shall refrain from making, using, or marketing, or setting up to make, use, or market, any computer program or service in competition with the Software, and Licensee shall also refrain from, directly or indirectly, aiding others from making, using, or marketing, or setting up to make, use, or market any program in competition with the Software, during the term of this EULA and the Subscription and for a period of two (2) years after their termination or expiration. This provision shall survive the termination of the EULA.
2. Licensee shall not own, manage, operate, consult or be employed in the business developing, selling, licensing of packaged Charting development services or software determined to be a Competing Business of Licensor or facilitate a Competing Business through any affiliates, employees, related Entity, associates or any related parties and “upon downloading this software” Licensee will be in direct violation of the terms of this agreement and any resulting damages, loss of business relationships, clients, financial loss or any harm determined to be inflicted upon Licensor will be immediately enforceable subject to appropriate business, intellectual property, and copyright laws. The provisions of this section shall survive the termination of this EULA.

#### **ARTICLE XXVII – SEVERABILITY**

1. Whenever possible, each provision of this EULA shall be construed and interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this EULA or the application thereof to any party or circumstance shall be prohibited by or invalid under applicable Finnish law, such provision shall be effective to the extent such prohibition without invalidating the remainder of such provision or any other provision of this EULA or the application of such provision to other parties under the circumstances.

#### **ARTICLE XXVIII – TERM**

1. This EULA shall commence on the Effective Date, *e.*, the date the Software is downloaded by Licensee and will remain in full force and effect for the period of the Subscription unless terminated earlier pursuant to the terms of this EULA.

#### **ARTICLE XXIX – TERMINATION**

1. In the event Licensee is sold, purchased, and/or merged with another Entity, this EULA shall automatically terminate 30 days after the event involving the sale, purchase, or merger.
2. If Licensee is in breach of any term or condition of this EULA and shall fail to remedy such breach within 10 days after written notice of such breach, Licensor, in its sole discretion, will provide to Licensee a written termination of this EULA.

#### **ARTICLE XXX – JURISDICTION / DISPUTES / ARBITRATION / FEES**

1. This EULA shall be deemed entered into in the Country of Finland and shall be construed and governed solely by the laws of Finland without reference to its choice of law rules.

2. The parties agree that the sole venue of any controversy, claim or dispute arising from this EULA or the breach, termination, or validity thereof shall lie by arbitration in accordance with the Rules of Expedited Arbitration of the Arbitration Institute of the Finland Chamber of Commerce. The arbitration shall be conducted in Helsinki, Finland, and conducted in the English language.
3. In the event of any arbitration arising from or related to this EULA, the prevailing party in such dispute shall be entitled to recover from the other party its reasonable attorneys' fees and costs incurred in an arbitration proceeding, including the reasonable attorney's fees and costs.

#### **ARTICLE XXXI – TITLES AND DEFINITIONS**

1. The Article titles of this EULA are inserted for convenience only, and they shall not be construed as limiting in any manner.

#### **ARTICLE XXXII – ASSIGNMENT**

1. This EULA and the rights granted under this EULA to and the benefits and obligations of Licensee and Licensor are personal to Licensee and Licensor, and they may not be assigned or transferred, except as otherwise provided for in this EULA.

#### **ARTICLE XXXIII – ENFORCEMENT OF RIGHTS**

1. The failure to enforce any of the terms and conditions of this EULA by either of the parties shall not be deemed a waiver of any other right or privilege under this EULA or a waiver of the right to claim damages for any deficiencies resulting from any misrepresentation, breach of warranty, or nonfulfillment of any obligation of any other party.
2. In order for there to be a waiver of any term or condition of this EULA, such waiver must be in writing, and such waiver must be signed by the party making such waiver.

#### **ARTICLE XXXIV – NON-DISPARAGEMENT**

1. During the term of this EULA and thereafter, Licensee agrees not to disparage the other or to make any negative comments about Licensor, its agents, partners, officers, directors, employees, or representatives.

#### **ARTICLE XXXV – AGENCY / INDEPENDENT CONTRACTORS**

1. The parties to this EULA are not, and shall not hold themselves out to be, partners or joint venturers nor is either party authorized or empowered to act as the agent for the other.
2. The relationship established by this EULA is that of independent contractors, and neither party is an employee, agent, or partner, or joint venturer of the other.

#### **ARTICLE XXXVI – LICENSOR'S RIGHT NOT TO GRANT A LICENSE**

In sole discretion of the Licensor, Licensor has the right not to grant a license, if granting a license may harm Licensor's reputation, Licensee is in competitive position of any of Licensor's product lines and business, or when the end user count of the deployed applications is significantly high, 10,000 users or more, where the contract is available as a custom Technology license.