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1. Subscription renewal grants software updates and agreed count of support tickets for the renewed period. Subscription should be renewed before the expiry date. It must be renewed before expiry date + 1 month, otherwise, it will lose its eligibility for renewing. The subscription renewal will extend the subscription from the expiry date of old subscription. Unused support tickets will become void on the day of the subscription expiration. The renewal either grants the original number of support tickets for current subscription or more if the Licensee wishes to upgrade the license plan. When the renewal is done the unused tickets will be replaced with new tickets the number of which is predefined by license subscription.

2. A Subscription can be renewed through Licensor's Customer Portal. If multiple licenses were purchased, then their renewal must be done for the whole set of licenses. Renewal does not affect the Deployment Domain count – the Deployment Domain count remains the same as before renewal.

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1. Support services are an essential part of a fluent development workflow. A Licensee can ask tips from, or present problems to Licensor's Support specialist. Support is to be provided to Licensees with a valid subscription and with unused support tickets available. Each Support request is equivalent to one Support ticket. Request for features or bug reports are not considered as a ticket use. If all Support tickets were used, additional tickets can be purchased separately for a valid Subscription. Licensor retains all rights to determine which request classifies as a bug and which not.
2. All Support tickets that were not used during the active Subscription period become void on a day of Subscription expiry. The renewal either grants the same number of Support tickets for the current Subscription or more if the Licensee wishes to upgrade the license plan.

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6. This Section shall survive the termination of the EULA.

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2. Licensor may subcontract its support obligations under this Article to a third party for fulfilment.
3. In case of limited support tickets licensing model, Licensee must purchase a sufficient count of support tickets to cover the raised issues.

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ARTICLE XIX – FORCE MAJEURE

1. Neither party shall be responsible for any failures or delays which are due to causes beyond its control, including, without limitation, acts of government, war, fires, floods, or strikes.

ARTICLE XX – RECORDS

1. Licensee shall keep full and accurate written records in sufficient detail, and in accordance with this EULA, to permit verification of compliance and duties owed under this EULA, including, but not limited to the sums payable to Licensor under this EULA.
2. Licensee must provide to Licensor, or procure of Licensor, upon reasonable notice and during normal business hours, reasonable evidence of compliance with the terms of this EULA.

3. Upon request, Licensee will provide Licensor with a written statement of compliance signed by the Licensee, or an electronic license audit report, stating compliance with the terms and conditions of the EULA, including but not limited to the number of licenses held.

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1. In the event that the Licensee shall become aware of an infringement by third parties of anything licensed under this EULA, it shall promptly notify the Licensor of such infringement, 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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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 Software, during the term of this EULA and for a period of two (2) years after its termination or expiration.

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2. The provisions of this section shall survive the termination of this EULA.

ARTICLE XXX – 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 XXXI – TERM

1. This EULA shall commence on the Effective Date, i.e., the date the Software is downloaded by Licensee, first usage, or the commencement of a trial license, whichever is earlier, and will remain in full force and effect for the period of the Subscription, or until the end of the Trial Period if a trial license is granted, unless terminated earlier pursuant to the terms of this EULA.

ARTICLE XXXII – 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 XXXIII – 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 arbitration proceeding, including the reasonable attorney' fees and costs.

ARTICLE XXXIV – 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 XXXV – ASSIGNMENT

1. The rights, benefits, and obligations granted to both the Licensee and the Licensor under this EULA are personal. Neither party may assign or transfer these rights, benefits, or obligations without the consent of the other party, unless otherwise specified within this EULA.

ARTICLE XXXVI – 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 XXXVII – NON-DISPARAGEMENT

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

ARTICLE XXXVIII – 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.

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