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2.2. You may make one backup copy of the Software.

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2.3.2. Use of the Software over such single local area network, provided the number of different Devices on which the Software is used does not exceed the Permitted Number of Devices; or

2.4. YOUR USE OF THE SOFTWARE OTHER THAN AS EXPRESSLY AUTHORIZED BY SECTION 2 OF THIS AGREEMENT, OR ANY RESALE OR FURTHER DISTRIBUTION OF THE SOFTWARE, CONSTITUTES A MATERIAL BREACH OF THIS AGREEMENT AND MAY VIOLATE APPLICABLE COPYRIGHT LAWS.

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6.4.3 ANY OTHER PECUNIARY OR NONPECUNIARY LOSS OR DAMAGE ARISING OUT OF THIS AGREEMENT OR ANY SOFTWARE PROVIDED HEREUNDER; EVEN IF SUCH MEMBER OF THE VENDOR GROUP OR VENDOR PARTNER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR OTHERWISE, NO MEMBER OF THE VENDOR GROUP OR ANY VENDOR PARTNER WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OR DAMAGE (WHETHER DIRECT OR INDIRECT) FOR ANY UNAUTHORIZED ACCESS TO, OR ANY CORRUPTION, DEGRADATION, UNAVAILABILITY, ERASURE, THEFT, DESTRUCTION, ALTERATION, DISCLOSURE OR LOSS OF ANY DATA, INFORMATION OR CONTENT TRANSMITTED, RECEIVED OR STORED BY OR IN CONNECTION WITH ANY SOFTWARE REGARDLESS OF THE CAUSE. TO THE FULL EXTENT PERMITTED BY LAW, IN NO CIRCUMSTANCES WILL ANY MEMBER OF VENDOR GROUP OR ANY VENDOR PARTNER'S TOTAL AGGREGATE LIABILITY FOR ALL LOSS OR DAMAGE TO YOU OR ANY THIRD PARTY ARISING FROM OR RELATING TO ANY SOFTWARE, THE SUBSCRIPTION OR THIS AGREEMENT EXCEED THE GREATER OF: (I) FIVE U.S. DOLLARS (US\$5.00); AND (II) THE AMOUNT OF THE SUBSCRIPTION FEES YOU HAVE PAID FOR THE IMMEDIATELY PRECEDING 12 MONTHS OF THE SUBSCRIPTION TERM.

6.5. THE EXCLUSIONS AND LIMITATIONS OF LIABILITY OF MEMBERS OF THE VENDOR GROUP AND VENDOR PARTNERS CONTAINED IN THIS AGREEMENT WILL NOT LIMIT OR EXCLUDE THEIR POTENTIAL LIABILITY FOR:

6.5.1 DEATH, PERSONAL INJURY OR FRAUD BEYOND THE EXTENT PERMITTED BY APPLICABLE LAWS; AND

6.5.2 ANY MATTER THAT MAY NOT OTHERWISE BE LIMITED OR EXCLUDED BY APPLICABLE LAWS.

7. PRIVACY; PROCESSING OF PERSONAL AND OTHER INFORMATION

7.1. You acknowledge and agree that any Software may communicate automatically with Vendor's cloud-based technology to function, and to make any Software and other Vendor products and services more effective. You may withdraw your consent to such communication only by uninstalling and/or deactivating the Software.

7.2. Vendor processes certain information and data (which may include personally identifiable information and/or personal data) relating to: (i) the user of the Software and/or any Device on which the Software is used; (ii) the Software and/or any Device on which the Software is used. Vendor's applicable privacy policy which you can find on Vendor web site describes how Vendor collects, uses and otherwise processes such information and data.

8. TERMINATION

8.1. This Agreement will immediately terminate upon your breach of any of your obligations in this Agreement (including any breach of your obligations in Sections 2, 5 or 9, which will result in forfeiture of any rights you may have to receive Updates or to obtain a refund for the portion of the subscription fee you have paid for the unexpired or unused portion of the Subscription Term). Vendor reserves the right to any other remedies available under law in the event your breach of any of your obligations under this Agreement adversely affects any member of the Vendor Group or any Vendor Partner. The exclusions and limitations of liability of members of the Vendor Group and Vendor Partners contained in this Agreement will survive termination of this Agreement.

8.2. Vendor, by notice to you, may immediately terminate this Agreement for convenience at any time with respect to any particular Software or all Software and the entire and exclusive liability of each member of the Vendor Group and each Vendor Partner, and your sole and exclusive remedy, in respect of any such termination will be limited to a refund for the portion of the subscription fees you have paid for the unexpired or unused portion of the Subscription Term. From the effective date of such termination you will no longer be entitled to use any affected Software and Documentation.

9. U.S. GOVERNMENT RESTRICTED RIGHTS

All Software qualify as "commercial items," as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software

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10. EXPORT CONTROLS

You must comply with all applicable U.S. and international laws governing export and re-export of the Software, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. Without derogating from the generality of the foregoing, you represent, warrant and undertake that: (i) you are not a member of any of the denied persons list, unverified list, entity list, specially designated nationals list, debarred list or any other lists published by the U.S. Government; and (ii) you will not use, export or re-export any Software in, or to, territories, destinations, companies or individuals in violation of U.S. and E.U. embargoes or trade sanctions. You will indemnify, defend and hold each member of the Vendor Group harmless from and against any claim, demand, suit or proceeding, and all damages, liabilities, costs and expenses arising from your failure to comply with this Section 10.

11. GENERAL

11.1. Entire Agreement. This Agreement constitutes the entire agreement between you and Vendor relating to your use of the Software and Documentation. This Agreement supersedes all prior or contemporaneous oral or written communications, proposals, statements, warranties and representations with respect to your installation and/or use of the Software or Documentation. Notwithstanding the foregoing, nothing in this Agreement will diminish any rights you may have under existing consumer protection legislation or other applicable laws in your jurisdiction that may not be waived by contract. This Agreement, the Applicable Conditions and the Documentation, to the greatest extent reasonably practicable, will be construed to be consistent with each other, but in the event of a conflict they will govern in the following order of precedence: (i) the Applicable Conditions; (ii) this Agreement; and (iii) the Documentation.

11.2. Interpretation. The headings in this Agreement do not affect its interpretation. The use of any gender includes all genders. The singular includes the plural and vice-versa. Where a word or phrase is defined, its other grammatical forms have a corresponding

meaning. The words “includes” and “including” will be construed as followed by the words “without limitation.” Any reference to “use” of any software, Software or Update by you shall be deemed to include any installation of any such software, Software or Update by you (unless the context otherwise requires). This Agreement was originally prepared in the English language. Although Vendor may provide one or more translated versions of this Agreement for your convenience, the English language version of this Agreement will be the governing version of this Agreement in the case of any conflict or discrepancy. In the event that an ambiguity or question of intent or interpretation arises, in any judicial proceeding or otherwise, the terms of this Agreement will be construed as having been drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

11.3. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any applicable laws, it shall to that extent be deemed not to form part of this Agreement but the remainder of this Agreement will remain valid and enforceable to the greatest extent permitted by applicable law.

11.4. Impossibility. Vendor will not be liable for any failure or delay in performance, due in whole or in part, to utility failures (including power), failure of the internet, failure of telecommunications or information technology services, failure of telecommunications or information technology equipment, strikes or other labor disturbances (including without limitation a strike or other labor disturbance arising in respect of any members of the Vendor Group or any Vendor Partners), acts of war or terror, denial of service attacks or other information technology attacks or breaches affecting any member of the Vendor Group or any Vendor Partner, floods, sabotage, fire, other natural disasters or Acts of God, or any other cause beyond any member of Vendor Group or Vendor Partner’s reasonable control.

11.5. Waiver. The failure of either party to insist upon the strict performance of any of the terms, conditions and provisions of this Agreement shall not be construed as a waiver or relinquishment of future compliance with this Agreement, and the terms, conditions and provisions of this Agreement shall remain in full force and effect. No waiver of any term or condition of this Agreement on the part of either party shall be effective for any purpose whatsoever unless such waiver is in writing and signed by such party. The waiver by either party of a breach of any provision of this Agreement by the other party shall not be construed as a continuing waiver of such breach or as a waiver of other breaches of the same or of other provisions of this Agreement.

11.9. Assignment. You may not assign your rights or obligations under this Agreement without the prior written consent of Vendor. Vendor may assign this Agreement at any time in its sole discretion without any prior written consent by you.

11.10. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or will confer upon any person other than you, members of the Vendor

Group and Vendor Partners, any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. No person other than you, Vendor and members of the Vendor Group may bring a cause of action pursuant to this Agreement." Vendor will be entitled (but not obligated) to enforce any rights, remedies, limitations and exclusions of liability, and legal defenses of any member of Vendor Group or Vendor Partner under this Agreement, including any rights and remedies for any loss, damage or claim suffered or incurred by any member of Vendor Group or Vendor Partner: (i) arising from or in connection with any failure by you to comply with any term or condition of this Agreement; or (ii) you are required to indemnify under this Agreement." No such loss, damage or claim will be deemed excluded as indirect, consequential or incidental loss or damage under Section 6.4.1 as a result of such loss, damage or claim having been suffered or incurred by another member of Vendor Group or Vendor Partner rather than by Vendor.

11.11. Governing Law. This agreement shall be governed under the Laws of Finland without regard to conflict of laws rules and principles and without regard to the United Nations Convention of Contracts for the International Sales of Goods. The courts of Finland shall have the exclusive jurisdiction and venue to adjudicate any dispute arising out of this Agreement.

11.12. Internet connection. Certain Software may require an active and stable connection to the Internet in order to function. It is therefore your responsibility to ensure that you have at all times an active and stable Internet connection.

11.13. Notice. Vendor may at any time deliver any notice to you via electronic mail, pop-up window, dialog box or other means, even though in some cases you may not receive the notice unless and until you launch a Solution. Any such notice will be deemed delivered on the date Vendor first makes it available through a Solution, irrespective of when you actually receive it.

11.14. Product names. Vendor from time to time may change the name of a Software, or change the name or logo applied to the Software to the name or logo of another member of the Vendor Group or a Vendor Partner. These changes do not alter your subscription for any Software, the Subscription Term or this Agreement, and do not give you any right to terminate your subscription for a Software, the Subscription Term or this Agreement.

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