



Software License Agreement

Introduction

The object of this license agreement is to grant the Customer the right to use the below named Manycom Software's (hereafter Manycom's) Software Product according to the terms of the agreement.

Software Product: _____
System & model: _____ (Primary) **Serial nbr:** _____
System & model: _____ (Backup) **Serial nbr:** _____
System & model: _____ (Test) **Serial nbr:** _____

Customer	Distributor
Company name: _____	Manycom Software _____
Contact person: _____	Jorma Kiiski _____
Street/P.O.BOX: _____	Lokkalantie 14 C 39 _____
Postal Address: _____	00330 Helsinki _____
Country: _____	FINLAND _____
Phone: _____	+358-9-4777177 _____
Fax: _____	+358-9-47771711 _____
Email: _____	<i>manycom@manycom.fi</i> _____
Place and date: _____ / ____ / ____	Helsinki _____ <u>8 / 12 / 2005</u>

Signatures: _____
Customer Distributor or Manycom Software

Scope of the license

Customer is granted right to use the software for production purpose in the above named Primary system. Additionally, Customer has also right to copy and install the software into the named Backup system, and use this copy if the Primary system is inoperable. Additionally, Customer has also right to copy and install the software into the named Test (development) system to be used for testing or development purposes. Notice, that a separate software license code (key) is needed for each system.

If the system's IBM 'processor group' increases when upgrading the system, Manycom has right to charge the price difference, which is calculated by subtracting the old (paid) price off the price of the product in the new upgraded system.

If the serial number of the system changes, Customer has right to get a new license code.

Decompiling the software object code into a source code is not allowed. Customer may not sell, give or license the software to a third party.

Manycom may cancel this license agreement if Customer breaks the terms of the license. After the cancellation, the Customer has no right to use the software. Infringement of Manycom's rights entitles Manycom to use all legal sanctions and methods of enforcement.

Customer support

This software license agreement does not include any customer support. For acquiring customer support, Manycom recommends Customer to acquire the *Yearly Maintenance Agreement*, which covers 'hot-line' support and program fixes and updates. Other customer support is provided and agreed separately.

Manycom may discontinue maintenance of an old software version, when a new version has been available for 24 months.

Limited warranty and responsibilities

Manycom does not guarantee that the software works in all environments selected by the Customer. Neither does Manycom guarantee that operation of the software would be error free.

Customer has the possibility to test the software during the test time in Customer's own environment. Customer is responsible for installing and testing the software in order to see that it suits Customer's purposes.

The risk of all results obtained in using the software, as well as the risk of using these results is with the Customer.

Manycom is not liable for any lost information or delayed transfer of information.

In no event will Manycom be liable for direct or indirect damages including lost profits, lost savings or other ordinary or consequential damages arising out of the use of the software, or for inability to use the software.

Manycom is the owner of copyrights and other rights to the licensed software. The trademarks and trade names belong to Manycom. Copyright and all other immaterial rights to the licensed software and the related material remain with Manycom.

Manycom agrees at its own cost to independently defend, or settle, any claim, suit or proceeding brought against Customer on the issue of infringement of copyright or other rights of a third party, providing Customer notifies Manycom promptly in writing of any such claim, suit or proceeding and gives Manycom full information and assistance to settle and/or defend. Manycom shall not be liable for any costs or expenses incurred without Manycom 's written authorization.

Payments

Distributor or Manycom charges for this software license according to the offering or other mutual agreement accepted by the Customer.

Possible duties, taxes or other legal fees are to be paid by the Customer.

Transfer of the agreement

Customer is not allowed to transfer his rights according to this license agreement to a third party.

Jurisdiction

This agreement is governed by the Finnish law. Any disputes against Manycom are to be settled in Helsinki City Court.

If any part of this agreement is invalid, it would not invalidate the whole agreement.

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