

END-USER LICENSE AGREEMENT FOR 'IGNOTUS AD INSTALLER'

Please read this end-user license agreement ("EULA") carefully. By installing or using 'IGNOTUS AD INSTALLER' ('ADI' for short), you agree to the terms of this EULA. If you do not agree, do not use 'ADI'.

GENERAL

This EULA is a legal agreement between you (either an individual or a single entity) and **Ignotus Oy** (Ignotus Limited), Finland (**Ignotus** for short). This EULA governs the 'ADI' computer software and any associated materials. This EULA also applies to any updates, supplements, and Internet-based services components related to 'ADI' that **Ignotus** may provide or make available to you unless **Ignotus** provides other terms with the update, supplement, or Internet-based services component.

GRANT OF LICENSE

Ignotus grants you the following limited, non-exclusive rights, subject to your compliance with all the terms of this EULA.

You may use 'ADI' free of charge for evaluation purposes on at most three separate computers (one for server installation and two for client installations) for unlimited time period.

You may use 'ADI' on up to the number of computers, whether virtual or physical, owned or leased by you for which you have paid applicable license fees.

You may make copies of 'ADI' solely for archival purposes.

LIMITED EXPRESS WARRANTY

Provided that you have purchased a valid 'ADI' license, **Ignotus** guarantees that: (1) 'ADI' will perform substantially in accordance with the written materials that accompany 'ADI' for a period of ninety days from the date of receipt of your license to use 'ADI' or the shortest period permitted by applicable law; and (2) any support services provided by **Ignotus** shall be substantially as described in applicable written materials provided to you by **Ignotus** and **Ignotus** will use commercially reasonable efforts to solve any problem issues.

In the event that 'ADI' fails to comply with this guarantee, **Ignotus** will either (1) repair or replace 'ADI' or (2) return the price you paid, if any. This guarantee is void if failure of 'ADI' results from accident, abuse or misapplication. Any replacement software will be guaranteed for the remainder of the original guarantee period or thirty days, whichever period is longer. You agree that the above guarantee is your sole guarantee in relation to 'ADI' and any support services.

To the maximum extent permitted by applicable law and subject to the above guarantee, **Ignotus** and its suppliers disclaim all other warranties and conditions, either express or implied, including, without limitation, implied warranties of merchantability, fitness for particular purpose, title and non-infringement, with respect to 'ADI' and the provision of or failure to provide support services. Any implied warranties that cannot be excluded by law are limited to ninety days or to the shortest period permitted by applicable law, whichever is greater.

LIMITATION OF LIABILITY

You acknowledge that no promise, warranty, representation or undertaking has been made or given by **Ignotus** or its suppliers or by any person or company on their behalf in relation to the profitability of or any other consequences or benefits to be obtained from the use of 'ADI'. You further acknowledge that you have relied upon your own skill and judgment in deciding to acquire 'ADI' or related support services.

Without prejudice to any rights you may have at law which cannot legally be excluded or limited, to the maximum extent permitted by applicable law and subject to the above guarantee, **Ignotus** and its suppliers

shall not be liable for any damages whatsoever (including, without limitation, damages for loss of profits, for business interruption, for loss of information, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other indirect, consequential or other loss) arising out of the use or inability to use, or supply, or non-supply, of 'ADI' and any support services, even if **Ignotus** has been advised of the possibility of such damages. In any case **Ignotus's** entire liability under any provision of this EULA shall be limited to the amount actually paid by you for 'ADI'.

RESERVATION OF RIGHTS

'ADI' is protected by copyright and other intellectual property laws. **Ignotus** or its suppliers own the title, copyright, and other intellectual property rights in 'ADI'. **Ignotus** reserves all rights not expressly granted to you in this EULA.

'ADI' is licensed, not sold.

Ignotus reserves the right to discontinue any Internet-based services provided to you or made available to you through the use of 'ADI'.

There are technological measures in 'ADI' that are designed to prevent unlicensed or illegal use of 'ADI'. You agree that **Ignotus** may use those measures.

OTHER RESTRICTIONS

You may not modify, reverse engineer, de-compile or disassemble 'ADI', except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

You may not rent, lease or lend 'ADI'.

CONSENT TO USE OF DATA

You agree that **Ignotus** may collect and use technical information you provide as a part of support services related to 'ADI'. **Ignotus** may use this information solely to improve its products and will not use this information in a form that personally identifies you.

ENTIRE AGREEMENT

This EULA is the entire agreement between you and **Ignotus** related to 'ADI' and it supersedes all previous oral or written communications and agreements with respect to 'ADI' or any other subject matter covered by this EULA. To the extent the terms of any **Ignotus** policies for support services conflict with the terms of this EULA, the terms of this EULA shall prevail.

SEVERABILITY

If any provision of this EULA is deemed to be void, invalid, unenforceable or unlawful, the other provisions shall continue in full force and effect.

TRANSFER TO THIRD PARTY

You may make a one-time permanent transfer of 'ADI' license to another end user, provided you retain no copies of 'ADI'. The transfer must include all 'ADI' components and this EULA. The transfer may not be by way of consignment or any other indirect transfer. Prior to the transfer, the end user receiving 'ADI' must agree to all the terms of this EULA.

TERMINATION

Without prejudice to any other rights, **Ignotus** may terminate this EULA if you do not comply with all the terms of this EULA. In such an event you must immediately destroy all copies of 'ADI'.

GOVERNING LAW

This EULA is governed by the laws of Finland.

CONTACT INFORMATION

Should you have any questions concerning this EULA, please contact **Ignotus** using the address information listed on the World Wide Web at www.ignotus.fi.