

F-SECURE ONLINESCANNER LICENSE AGREEMENT

IMPORTANT – BEFORE INSTALLING OR DISTRIBUTING ANY F-SECURE SOFTWARE CONTAINED IN THIS SOFTWARE PACKAGE, CAREFULLY READ THE FOLLOWING AGREEMENT (“AGREEMENT”) FOR THE LICENSE OF F-SECURE SOFTWARE. BY SELECTING THE ”ACCEPT” OPTION IN THE INSTALLATION PROCESS, OR BY INSTALLING, COPYING OR DISTRIBUTING THE F-SECURE SOFTWARE PROVIDED TO YOU IN THIS PACKAGE, YOU AGREE (ON BEHALF OF YOURSELF AND OF A LEGAL ENTITY YOU REPRESENT) THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND THE TERMS SET OUT IN THE AGREEMENT AND AGREE TO BE LEGALLY BOUND BY THEM. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU ARE NOT ALLOWED TO INSTALL, COPY OR DISTRIBUTE THE SOFTWARE. DISTRIBUTION AND SUBLICENSING OF THE ADJOINING F-SECURE SOFTWARE IS NOT AUTHORIZED UNLESS YOU ACCEPT THIS AGREEMENT.

This Agreement covers F-Secure Online Scanner -software program, and other material, including software media, related documentation and license certificates and any update and upgrade thereof (“Software”) which are provided to You in this package.

“F-Secure ” means F-Secure Corporation, a company incorporated under the laws of Finland and having its principal place of business at Tammasaarekatu 7, 00180 Helsinki, Finland.

“You” and/or “Company” means a party entering to this Agreement for the purposes of obtaining the right of distribution of the Software in accordance to this Agreement.

Grant of License:

Subject to the terms of this Agreement, F-Secure hereby grants to the Company under all applicable intellectual property rights a non-exclusive, non-transferable, time-limited, royalty-free license to Software to;

- i) Customize/modify the Software strictly in accordance with, and only to the extent set out in, official ‘F-Secure Online Scanner Customization Guide’ delivered as a part of this package.
- ii) Copy and make available the Software to end users via Internet (either from Company’s server or via web link from F-Secure server), and
- iii) Grant sublicenses to end users in Company’s own name and account. Any use of the Software by an end user shall be made subject to prior acceptance of the manufacturer’s end user license terms embedded to the Software.

F-Secure reserves all rights not expressly granted to the Company or the end user of the Software.

Limitation of License:

You may not; I) install and use the Software against the terms of this Agreement, the F-Secure License Certificate or other related documentation, II) modify, adapt, translate, rent, lease, resell, distribute or create derivative works based upon the Software and/or related files (including but not limited to virus definition databases, security news and descriptions) or any part thereof, III) decompile, reverse engineer, disassemble, or otherwise reduce the Software and/or related files (including but not limited to virus definition databases, security news and descriptions) to any human-perceivable form as the Software contains or may contain trade secrets of F-Secure, IV) otherwise infringe F-Secure intellectual property rights or V) use the documentation for any purpose other than to support the use of the Software as granted to You under this Agreement. F-Secure reserves any and all rights not expressly granted to You.

Limitation of Use:

Except for separately agreed CD-Rom distribution, if any, the Software may only be made accessible to end user via such functionality in Company Internet page and Company shall not deliver the Software code in a form directly accessible to end users. Company is allowed to use the Software only for promotional and marketing purposes and is specifically forbidden to do the following (and as further defined in F-Secure Online Scanner Customization Guide):

- offer the Software as an additional or billable service,
- require registration of an end user prior to use of Software,
- bundle Software with other software or services,
- not to distribute the installation package of Software.

Intellectual Property rights

Title, ownership rights, and intellectual property rights in the Software shall remain those of F-Secure, and/or its suppliers. Except for limited licenses granted herein, neither party shall get any rights to other party’s trademarks or other intellectual property rights.

Distribution:

Each individual Software license must be distributed pursuant to F-Secure end user license terms as integrated to the build of the Software (“EULT”). F-Secure may revise such EULT at any time and such revised terms shall automatically apply to the corresponding versions of the Software distributed with the revised terms.

End User Support:

Company shall be responsible for providing end user support to end users (including phone support) using the Software and obtaining necessary skills and resources thereto. Company shall clearly inform the end user of Company support phone number and other possible

support contact information. F-Secure may, but is under no obligation to, update, correct defects and/or further develop the Software according to its sole discretion.

F-Secure reserves the right to make any changes to the Software and to discontinue the manufacture and distribution of any of the Software at any time at its discretion.

Disclaimer of warranties:

F-Secure does not warrant that the Software or any portion thereof is error-free. The Software is not designed to offer continuous protection. THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND. F-SECURE EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. F-Secure does not guarantee the Software or related documentation in terms of their correctness, accuracy, reliability, or otherwise. You assume the entire risk as to the results and performance of the Software and related documentation. This disclaimer of warranty constitutes an essential part of the license granted hereunder.

Limitation of Liability:

IN NO EVENT SHALL F-SECURE OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFIT, LOST OR DAMAGED DATA OR OTHER COMMERCIAL OR ECONOMIC LOSS, ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SOFTWARE OR RELATED DOCUMENTATION, EVEN IF F-SECURE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages so the above limitation or exclusion may not apply to You. F-SECURE SHALL IN NO EVENT BE LIABLE FOR ANY DAMAGES ARISING FROM PERFORMANCE OR NON-PERFORMANCE OF THE SOFTWARE. F-SECURE'S MAXIMUM LIABILITY TO YOU FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER SHALL IN NO EVENT EXCEED IN AGGREGATE THE SUM OF FIVE-THOUSAND (5.000,00) EUR.

The Company agrees to indemnify and hold F-Secure harmless from any damages, costs or fines awarded against F-Secure in respect of any legal action by an end user in connection with a breach by the Company of its agreement with the end user (unless such breach was caused by F-Secure's breach of this Agreement).

Export Restrictions

You agree to comply with all applicable EU, US and other national export control laws, regulations, administrative acts or Executive Orders and any amendments thereof regarding export and/or use of Software including without limitation technical data, equipment, programs and services. F-Secure shall in no case be liable for any illegal export and/or use of F-Secure Software by the Company or its customers.

Termination

This Agreement shall enter into force immediately when approved by You and shall remain in force and valid until terminated by either party in accordance with this clause. Each party shall have the right to terminate this Agreement at any time by one (1) month prior notice and You may also terminate the Agreement by discontinuing all exercise of license rights granted hereunder. In case of either I) a failure to observe any of the material terms of this Agreement, or II) a change of control or other substantial change of ownership or management, insolvency, bankruptcy, assignment for creditors or any other winding up, or termination of the affairs occur with regard to either of the parties, the other party has a right at any time to terminate this Agreement by written notice with immediate effect. The terms and conditions concerning restrictions on use, warranties and jurisdiction in this Agreement shall continue in force even after any termination.

Effects of Termination

Upon termination of this annex, any license granted in accordance to this annex shall immediately terminate and the Company agrees to destroy all copies of the Software and cease using any off the rights granted to it under this annex.

Miscellaneous:

F-Secure's sub-suppliers: F-Secure may, in the performance of its duties under this Agreement, enter into sub agreements with respect to the Software and/or other matters relating to this Agreement.

Non-waiver: The failure of F-Secure to insist upon strict adherence to any term or condition of this Agreement on any occasion shall not be considered a waiver of any right thereafter to insist upon strict adherence to that term or condition or any other term or condition of this Agreement.

Modification: No modification, addition to or waiver of any of the terms and condition hereof or any of the rights, obligation or defaults hereunder, shall be effective unless in writing and signed by the party against whom the same is sought to be enforced. One or more waivers of any right, obligation or default shall not be construed as a waiver of any subsequent right, obligation or default.

Severability: Should any of the provisions herein, or portions thereof, be found to be invalid by any court of competent jurisdiction, the remainder of this Agreement shall nonetheless remain in full force and effect.

Assignment: This Agreement shall be binding upon and will inure to the benefit of the legal successors of F-Secure. However, You may not without the prior written agreement of F-Secure assign this Agreement or any of its rights or obligations hereunder to any third party.

General Pledge: Parties agree that they and their organizations shall not intentionally or knowingly endorse, approve, support, sanction, condone, promote, foster, or encourage any activity which maliciously utilizes computers, computer software or computer data, or which is likely to worsen the problem of malicious use of computers, computer software or data. Such malicious computing activities include, but are not limited to: software piracy; writing, compiling, intentionally distributing or selling computer viruses; malicious computer hacking; and unauthorized destruction or alteration of data.

Publicity: You agree to obtain from F-Secure a written approval of all promotion, press releases and other publicity matters relating to the distribution of Software pursuant to this Agreement.

Attorneys' fees: Should litigation arise between F-Secure and Company concerning the Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs and all related costs and expenses.

Jurisdiction: 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. All disputes arising in connection with this Agreement shall be finally settled under the Rules of Arbitration of the Finnish Central Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Helsinki, Finland. The language of the arbitration proceedings shall be English.

UK Specific Law Definition: The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement. No person who is not a party to this Agreement (including any employee, officer, agent, representative or subcontractor of either party) shall have the right, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise, to enforce any term of this Agreement which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the parties which agreement must refer to this clause.

Contact information: If you have any questions concerning this Agreement or its terms, or you would like to contact F-Secure for any other reason, please write: F-Secure Corporation, PL24, FI-00180 Helsinki, Finland, fax: +358 9 2520 5001, e-mail: Helsinki@F-Secure.com or call: +358 9 2520 0700