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- 11.1. As defined in FAR section 2.101, DFAR section 252.227- 7014(a)(1) and DFAR section 252.227-7014(a)(5) or otherwise, all software and accompanying documentation provided in connection with this Agreement are "commercial items," "commercial computer software" and/or "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement. You will ensure that each copy used or possessed by or for the government is labeled to reflect the foregoing.

## **12. European Union provisions**

- 12.1. Nothing in this Agreement (including section 3.3) shall limit any non-waivable right to decompile the Software that You may have under mandatory law. For example, if You are located in the European Union, You may have the right upon specific conditions specified in the applicable law to decompile the Software if it is necessary to do so in order to achieve interoperability of the Software with other software or computer program, and You have first asked the Licensor in writing to provide the information necessary to achieve such interoperability and the Licensor has not made such information available to You. The Licensor shall have the right to impose reasonable conditions before providing such information.
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### **14. Term and Termination**

- 14.1. The license granted in this Agreement shall be effective until terminated. The license granted in this Agreement will terminate automatically if you fail to cure any material breach of this Agreement within thirty (30) days of receiving notice of such breach from the Licensor or the Partner (or immediately upon notice in the case of a breach of Section 3 (Grant of license)). Upon termination, You shall immediately cease all use of the Software and the Documentation and return or destroy all copies of the Software and the Documentation and all portions thereof and, at the Licensor's request, so certify to the Licensor. Except for the license granted in this Agreement and except as otherwise expressly provided herein, the terms of this Agreement shall survive any termination of the license granted. Termination is not an exclusive remedy, and all other remedies will be available whether or not the license granted is terminated.

### **15. Miscellaneous**

- 15.1. This Agreement sets forth the entire agreement and understanding between the Parties and supersedes all negotiations, memoranda and existing arrangements or agreements between the Parties relating to the subject matter.
- 15.2. In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provisions, or, if possible, as constrained by the authority, provided that no such severability shall be effective if it materially changes the economic benefit of this Agreement for any of the Parties.
- 15.3. Failure by the Licensor to enforce any term or provision of this Agreement in any specific instance or instances hereunder shall not constitute a waiver by the Licensor of any such terms or provisions and the Licensor

may enforce such term or provision in any subsequent instance without any limitation or penalty whatsoever.

- 15.4. Neither this Agreement nor any rights granted herein may be assigned or transferred by You, whether voluntarily or by operation of law, without the express written permission of the Licensor, and any attempt to do so shall be null and void. This Agreement or any rights or obligations hereunder may be assigned by the Licensor without your consent.

## **16. Governing law and settlement of disputes**

- 16.1. This Agreement shall be governed and construed in accordance with the substantive laws of Finland, without regarding its choice of law principles. Application of the U.N. Convention on Contracts for the International Sale of Goods is expressly excluded.
- 16.2. The Parties shall strive to settle any dispute, controversy or claim arising from the interpretation or performance, or in connection with, this Agreement through amicable consultations. Any disputes, controversies or claims arising out of, or in connection with, this Agreement shall be settled in district court of Helsinki, Finland. Both Parties consent to the jurisdiction of such court.
- 16.3. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees.
- 16.4. The Parties agree that a material breach of this Agreement adversely affecting the Licensor's proprietary rights in the Software or the Documentation would cause irreparable injury to the Licensor for which monetary damages would not be an adequate remedy and that the Licensor shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law.