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Notwithstanding the foregoing, You are authorized to make a permanent back-up copy of the Innovatint Software Product. The back-up copy shall not be used for any other purposes, and it shall be stored in a manner that it can be easily deleted from Your computer hardware and systems after the termination of Your license.

You agree and understand, that You are responsible for procuring the computer hardware, computer software and network connections and subscriptions that are needed to be able to use the Innovatint Software Product.

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Interoperability. In the event modifications and examination of source code would be essential for the purpose of achieving interoperability of the Innovatint Software Product with another software program, You shall notify Chromaflo thereof in writing and reserve Chromaflo a possibility to make the necessary modifications, develop interfaces or solve interoperability issues prior to any attempt to reverse engineer or decompile the software to gain information for such activities. Chromaflo shall have the possibility to charge regular service fees for technical support required for achieving interoperability.

In the event Chromaflo decides not to provide assistance with interoperability issues or other services or extensions to solve the problem, You may be provided with an express authorization to use the source code only for the purpose of achieving inter-operability of the Innovatint Software Product with another software program, provided however that persons involved in the examination of the source code enter into non-disclosure agreements with Chromaflo. All rights in and to any software that is created or may be used to achieve interoperability with the Innovatint Database, shall be transferred to Chromaflo. Interoperability shall be achieved in a manner that no information is disclosed or communicated to any third party without prior written consent of Chromaflo and that the information that is gained during solving interoperability issues shall not be used to any other purpose. Information that is gained through accessing the source code of Innovatint Software Product or Database shall in no event be used for creating any software which is substantially similar to the Innovatint Software Product or Database.

You undertake to keep Your copy of the Innovatint Software Product secure, to supervise and control use of the Innovatint Software Product and to ensure that the Innovatint Software Product is used by Your employee or representative in accordance with the terms of this EULA. You must comply with any technical limitations in the Innovatint Software Product that only allow You to use it in certain ways.

Data and Information. Chromaflo shall have the right to collect data and information concerning Your use of Innovatint Software Product and on the use environment, including but not limited to operating system data, screen resolution and usability data. Such data is collected only during installation or updating the Innovatint Software Product and it is used by Chromaflo in the development the Innovatint Software Product. The terms and conditions concerning transfer, collection and use of other data, such as product information, paint, color, color characterization and tinting data and information on the markets are in the Data Agreement. No personal data or information is collected by Chromaflo for any purpose.

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The Limited Warranty is void and not applicable if failure of the Innovatint Software Product has resulted from:

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- b) modification or repair to the Innovatint Software Product otherwise than as authorized in writing by Chromaflo; and/or
- c) use of the Innovatint Software Product in combination with other computer programs that are not compatible with the Innovatint Software Product; and/or
- d) Your installation of the Innovatint Software Product; and/or
- e) a defect in Your own products or software; and/or
- f) installation or wiring of the Innovatint Software Product other than in accordance with the documentation issued by Chromaflo or Chromaflo's instructions; and/or
- g) transfer of the Innovatint Software Product from the computer equipment on which it was originally installed; and/or
- h) Your breach of the terms of this EULA; and/or
- i) any fault of You or Your representatives.

Goods, software and labor used, as well as any and all expenses and costs reasonably incurred, by Chromaflo for the repair or replacement or correction of the Innovatint Software Product found in whole or in part to be non-conforming for reasons listed above under (a) up to and including (i) shall be for Your account. The Limited Warranty does not apply to any third-party products or software or the Data. No individual (except a duly authorized officer of Chromaflo) and no reseller has any authority to amend or add to any of the above representations and disclaimers. All Data are provided "AS IS". For any Data, Your sole and exclusive remedy will be the re-issuance of the Data.

Remedies. A notice of a Limited Warranty breach is notified to Chromaflo by providing a written description of the alleged breach. In case a breach is found, Chromaflo shall at its own discretion either: (a) return the price You paid (if any) for the Innovatint Software Product (at which time Your rights under this EULA are deemed to have terminated); or (b) repair or replace the Innovatint Software Product, provided that You make available all information that may be necessary to assist Chromaflo in resolving the defect or fault, including but not limited to (i) adequate records that accurately document operating time and maintenance performed on the Innovatint Software Product and (ii) sufficient information to enable Chromaflo to recreate the defect or fault.

You acknowledge that the pricing of Innovatint Software Products reflects ownership of intellectual property rights and the limitation of liability hereunder. Any condition, warranty, representation, or other term concerning the supply of the Innovatint Software Product which might otherwise be implied into, or incorporated in, this EULA, whether by statute or otherwise, is hereby excluded to the fullest extent permitted by law. Your remedies described in this section are Your exclusive remedies and shall not be deemed to fail in their essential purpose so long as Chromaflo is willing to repair or replace the Innovatint Software Product or return the price You paid for the Innovatint Software Product.

Liability. To the maximum extent permitted by applicable law, in no event shall Chromaflo or its suppliers be liable for any special, incidental, punitive, exemplary, indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise (including, without limitation, damages for loss of income, loss of business profits or contracts, loss of production, business interruption, loss of the use of money or anticipated savings, loss of business information, loss of opportunity, loss of revenues, interest, capital, financing, goodwill or reputation, opportunity or productivity, loss of, damage to or corruption of data or any other pecuniary loss) arising out of the use of or inability to use the Innovatint Software Product or Innovatint Data, even if Chromaflo has been advised of the possibility of such loss or damage.

In any case, maximum aggregate liability of Chromaflo under or in connection with any provision of this EULA, whether in contract, tort (including mild negligence) or otherwise, shall be limited to the amount actually paid by You for the Innovatint Software Product. Any action against Chromaflo must be brought within twelve (12) months after the event giving rise to the cause of action.

This EULA sets out the full extent of obligations and liabilities of Chromaflo in respect of the supply of the Innovatint Software Product and Database. In particular, there are no other conditions on liability, warranties, representations, or other terms, express or implied, that are binding on Chromaflo except as specifically stated in this EULA.

Indemnification. You agree to defend, indemnify, and hold Chromaflo harmless against any claims, actions, damages, losses, costs, and expenditures, including but not limited to attorneys' fees and costs incurred by Chromaflo or its affiliates as a result of unauthorized use or transfer of the Innovatint Software Product, Database or Personal data. Chromaflo shall have the right to take all necessary steps at Your expense to defend itself until You assign a counsel and initiate defense in a professional manner to the reasonable satisfaction of Chromaflo.

Third party works. Nothing in this agreement shall be interpreted as transfer of intellectual property rights of Chromaflo or its licensors to You. To the extent the Innovatint Software Product licensed under this EULA contains any third party's intellectual property, the third party shall retain exclusive right to its components. Use of such third-party components may be subject to restrictions contained in the third party's end-user license agreement in addition to the conditions set forth in this EULA. Chromaflo shall make the applicable third party's end-user license agreement available to You. Copyright and other proprietary rights notices of Chromaflo and third parties are contained in the Innovatint Software Product, and You shall not modify, delete, or obfuscate such notices.

Audit. You must permit Chromaflo and its representatives, at all reasonable times and on reasonable advance notice, to inspect and have access to any premises, and to the computer equipment located there, at which the Innovatint Software Product is being kept or used, for the purpose of ensuring You compliance with the terms and conditions of this EULA. Upon fifteen (15) business day notice to You, Chromaflo, or its designated third-party auditor, shall have the right to conduct an on-site audit during Your normal business hours to verify Your compliance with the terms and conditions of this EULA. You agree to cooperate with Chromaflo by making applicable records available and directing all employees to cooperate with Chromaflo. If the audit reveals any unpaid license fees or under licensing, You shall pay the amounts owed and reasonable expenses of Chromaflo in conducting the audit. Chromaflo shall have the right to conduct an audit to ensure that Customer has duly complied with the terms and conditions concerning the effects of termination. Such right shall survive the termination of this Agreement.

Termination. Your license to use Innovatint Software Product terminates at the end of paid license period. Unless otherwise expressly agreed, the licenses are renewed annually unless terminated in accordance with a Framework Agreement for licensing of Innovatint Software System or with 90 days prior written notice. Without prejudice to any other rights, Chromaflo may, without incurring any liability, terminate this EULA or Your rights under this EULA at any time if the third-party Customer terminates the agreement concerning Innovatint Software System that You use or if You fail to comply with any of the terms and conditions of this EULA.

Upon termination of Your rights under this EULA for any reason, or upon termination of the EULA itself, You must immediately delete or remove the Innovatint Software Product from the computer equipment in Your possession, custody, or control (including all component parts, printed materials, any previous versions, and this EULA) and certify to Chromaflo that You have done so. You understand and agree that the uninstalling of Innovatint Software Products will delete the keys to decryption of the Customer Database and that the entire Customer Database will be permanently deleted once the Database used by the licensee of the Innovatint Software System is deleted. You are solely responsible for taking back up of the Customer Database and for the timely data portability prior to termination of the EULA. The terms of this paragraph, DATA AGREEMENT, transfers of Data and Rights, Confidentiality, Liability, Indemnification and General terms as well as any other terms and conditions that by their nature should survive, shall survive any kind of termination of this EULA.

Transfer. You may not transfer, assign, charge or otherwise dispose of this EULA, or any of Your rights or obligations arising under it to a third party without the prior written consent of Chromaflo. In the case Chromaflo by written agreement grants permission to transfer Your rights under this EULA, You are not allowed to retain any copies of the Innovatint Software Product; You are to transfer Your copy of the Innovatint Software Product (including all component parts, printed materials, any prior versions, and this EULA), and the recipient must agree to be subject to the terms of this EULA. Upon the occurrence of such a transfer, Your rights under this EULA terminate immediately. Chromaflo may transfer, assign, charge, sub-contract or otherwise dispose of this EULA, or any rights or obligations arising under it, at any time during the term of this EULA.

Remote Support. Provided that You have a valid license to use Innovatint Software Product(s), You may request technical assistance related to Innovatint Software Products from technical support representative of Chromaflo, who may either be a Chromaflo service technician, or a third party instructed by Chromaflo. Such assistance may involve costs which will be invoiced from You. Assistance is provided through a remote connection to Your computer which requires installation of third-party client software to Your computer. Chromaflo has acquired sufficient rights to use the said third-party software for remote support, and You agree that when making the assistance request, You provide Chromaflo technical support personnel with an access to and control of Your computer.

You may be requested to provide the technical support personnel with an access to files that reside on Your computer. Be sure to close any confidential or personal files that You may be working on, before allowing remote access to Your computer. In order to provide the services, Chromaflo technical support personnel is not expected to need to make any copies or downloads of Your files or to retain any information accessed

from Your computer. Chromaflo recommends that You remain at Your desktop and observe the entirety of the remote session and strictly follow all safety measures provided in the equipment's technical manual when working via remote support. The rotating parts can be dangerous when the equipment is left unattended, and any damage incurred by You or third parties during the remote access shall be for Your risk and account.

The maximum aggregate liability of Chromaflo and the liability of its service providers shall be limited to the value of the Chromaflo remote technical support services to be provided to You. Chromaflo and its service providers make no representations or warranties of any kind with regard to the technical support services provided hereunder. In no event shall Chromaflo or its service providers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any other damages whatsoever including, without limitation, damages for loss of use, data or profits arising out of or any way connected with the use or performance of Chromaflo remote assistance. By requesting Chromaflo to remotely access a computer to perform technical support, You accept the terms of the above representation and warranty disclaimer, limitation of liability and other instructions and limitations that affect the liability of Chromaflo under this EULA.

General. This EULA may be a part of a Framework Agreement for licensing of Innovatint Software System. It will follow the order of precedence of the Framework Agreement for licensing of Innovatint Software System. For the avoidance of doubt, in no event shall any conditions set in a purchase order whether accepted or not, or any message or other communication replace, modify, amend, or override anything contained herein. Any changes to this EULA shall be expressly agreed upon in writing by a duly authorized officer of Chromaflo.

If any provision of this EULA is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability of such provision under other circumstances, or of the remaining provisions hereof under all circumstances.

No waiver by Chromaflo of any breach of any term or provision of this EULA shall be construed to be a waiver of any preceding or succeeding breach of the same or any other term or provision hereof. The rights and remedies hereunder shall be construed to be cumulative and no one of them is exclusive of any other or of any right or remedy allowed by law.

This EULA shall be governed by and construed in accordance with the laws of Finland, except to the extent the local law of Your local jurisdiction requires use of Your local jurisdiction's law. Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The language of the proceedings shall be English, or if both parties are domiciled in Finland, then Finnish. The seat of arbitration shall be Helsinki. Notwithstanding the foregoing, matters related to license fees and outstanding payment can be decided in the local court that would be competent in the absence of the foregoing arbitration clause.

This EULA shall benefit Chromaflo and all of its successors and assignees.