

Hot Backup License Agreement

INNOBASE LTD.

END-USER LICENSE AGREEMENT

This License Agreement (Agreement) is a legal contract between you (a natural or legal person or organization) and Innobase Ltd. This Agreement gives you certain rights; without the rights under this Agreement, you are not allowed to use InnoDB Hot Backup. **BY USING OR DOWNLOADING InnoDB Hot Backup, YOU ARE CONSENTING TO BE BOUND BY AND BECOME A PARTY TO THIS AGREEMENT.**

Innobase Ltd. may revise these terms at any time and the revised terms shall apply to the corresponding versions of InnoDB Hot Backup distributed with the revised terms.

For the purposes of this Agreement,

License Fee

shall mean the fee you are obliged to pay for the right to use InnoDB Hot Backup. License Fee is specified in the valid price list concerning License Fees and/or in the sales documentation related to InnoDB Hot Backup.

Innobase

shall mean Innobase Ltd. (www.innobase.com/company)

InnoDB Hot Backup

shall mean InnoDB Hot Backup software programs in object code form and documentation, if any, as distributed with InnoDB Hot Backup.

InnoDB Hot Backup is protected by copyright laws and international copyright treaties as well as other intellectual property treaties.

GRANT OF LICENSE

InnoDB Hot Backup is licensed to you by Innobase. You do not obtain title to InnoDB Hot Backup or any intellectual property rights to InnoDB Hot Backup. Title, ownership rights and intellectual property rights in and to InnoDB Hot Backup shall remain the property of Innobase.

Under this Agreement you may, subject to other terms and conditions of this Agreement, use InnoDB Hot Backup as follows:

- install and use InnoDB Hot Backup on one (1) computer running the MySQL/InnoDB database Server program under separate valid licenses, provided however, that you indicate the hostname of your referred computer in the installed

- InnoDB Hot Backup; if you have bought a non-hostname-bound license of InnoDB Hot Backup, then you do not need to indicate to Innobase the hostname of the computer, but you are only allowed to install and use it on one computer;
- make one copy of InnoDB Hot Backup solely for escrow purposes;
 - transfer your copy of InnoDB Hot Backup to another computer, provided that
 1. you inform Innobase by E-mail of such transfer prior to its occurrence and
 2. the number of installed or used copies of InnoDB Hot Backup never exceeds the number of valid licenses for InnoDB Hot Backup held by you.

If you have bought a non-hostname-bound license of InnoDB Hot Backup, you do not need to fulfill 1. You must comply with 2., however.

Under this Agreement you **may not**:

- sub-license, rent, lease, copy, convey, modify, translate, transfer to a computer belonging to a third party, convert to another programming language, reverse-engineer, decompile or disassemble InnoDB Hot Backup or any part of it for any purpose;
- use documentation related to InnoDB Hot Backup for any purpose other than to support your use of InnoDB Hot Backup;
- remove any copyright or trademark notices, or any other proprietary legends from InnoDB Hot Backup;
- transfer your rights under this Agreement to a third party.

DELIVERY OF InnoDB Hot Backup

Innobase shall not be obliged to deliver InnoDB Hot Backup to you before receipt by Innobase or its Distributor of the applicable License Fee. In case Innobase has delivered InnoDB Hot Backup to you before Innobase has received the License Fee and Innobase does not receive your License Fee within fourteen (14) days of delivery of InnoDB Hot Backup Innobase shall have the right to terminate this Agreement immediately by a notice to that effect. Upon termination you must destroy InnoDB Hot Backup and all copies thereof.

UPGRADES

As long as your one-year license for InnoDB Hot backup is valid you are entitled to free upgrades of InnoDB Hot Backup. A perpetual license for InnoDB Hot Backup includes free upgrades for three (3) years of the date of purchase of the referred perpetual license.

MAINTENANCE

Innobase shall have no obligation to provide support or maintenance for InnoDB Hot Backup under this Agreement.

EXPORT CONTROLS

You agree to comply fully with all export laws and regulations of the United States and other countries (Export Laws) to assure that neither the Software, nor any direct products thereof are (1) exported, directly or indirectly, in violation of Export Laws, or (2) are used for any purpose prohibited by Export Laws.

TAXES

You are liable for taxes relating to the payment of License Fee.

NO WARRANTY

InnoDB Hot Backup IS PROVIDED FOR YOUR USE AS IS WITHOUT WARRANTY OF ANY KIND TO THE EXTENT PERMITTED BY APPLICABLE LAW. INNOBASE EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. **THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF InnoDB Hot Backup LIES WITH YOU.**

LIMITATION OF LIABILITY

INNOBASE SHALL NOT IN ANY WAY BE RESPONSIBLE FOR InnoDB Hot Backup's ABILITY TO REPEL A SPECIFIC VIRUS OR FOR DAMAGES CAUSED BY AN UNSUCCESSFUL VIRUS PROTECTION.

INNOBASE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGE, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY (WHETHER CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE) EVEN IF INNOBASE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL TOTAL LIABILITY OF INNOBASE UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF LICENSE FEE PAID BY YOU FOR InnoDB Hot Backup.

TERMINATION

This Agreement and your right to use InnoDB Hot Backup terminates at the ending of the last day of the term of the license you have purchased and paid for, or in case of an evaluation license, at the ending of the last day of the term of your evaluation license.

In case you are in breach of any of the terms and conditions of this Agreement Innobase has the right to terminate this Agreement by a notice to that effect.

Upon termination of this Agreement for whatever reason you must destroy InnoDB Hot Backup and all copies thereof (and documentation, if any, and all copies thereof).

You may terminate this Agreement at any time by destroying InnoDB Hot Backup and all copies thereof. You will not be refunded any part of License Fee.

Provisions of Sections No Warranty, Limitation of Liability and Termination shall survive any termination of this Agreement.

APPLICABLE LAW

This Agreement shall be interpreted and construed in accordance with the laws of the Republic of Finland, without regard to conflicts of law principles. Application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

MISCELLANEOUS

The captions of this Agreement do not form a part of this Agreement nor may they be used to assist in its interpretation.

No delay, neglect or forbearance by Innobase in enforcing against you any term or condition of this Agreement shall be, or deemed to be, a waiver nor shall it in any way prejudice any right of Innobase under this Agreement.

Should a part of this Agreement be declared invalid and/or unenforceable for any reason whatsoever the remaining portion of this Agreement shall not be prejudiced and shall continue in full force and effect.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Innobase and you with respect to the use of InnoDB Hot Backup, and supersedes all prior or contemporaneous understandings and agreements, written or oral, regarding such subject matter.