GERERAL TERMS FOR EPEC MULTITOOL SIMULATOR (MTS) SOFTWARE

Epec Oy ("EPEC") is willing to license the Software to Licensee only upon the condition that Licensee shall accept the purchase order (with any form presented by EPEC) for the Software and all of the terms and conditions contained in these general terms ("Agreement"). Please read the general terms carefully as continuing with the setup procedure, installing or otherwise using the Software will indicate Licensee's acceptance of all of the terms and conditions of the Agreement including the warranty disclaimers and limitations of liability provisions below ("Acceptance"). If Licensee does not agree to the terms and conditions of the Agreement, Licensee may not download, install or otherwise use the Software and shall destroy all copies and accompanying documentation (if any) thereof.

1. Definitions

"Intellectual Property Right" means patents, petty patents, utility models, designs (whether or not capable of registration), design patents, inventions, database rights, chip topography rights, protection of works of authorship or expression, including copyrights and future copyright, domain names, trademarks, trade names and any other industrial and intellectual property rights, whether registered or not and applications, divisions, continuations, renewals, re-exams and reissues for any of the aforementioned respectively as well as any trade secrets, and the rights to prosecute, enforce and obtain remedies.
"Licensee or You" refers to the person or business entity who has acquired this license to use the Software or for whom such license was acquired.
"Software" means a virtual testing environment for Epec products and control systems.

2. Grant of License

The Software is owned by EPEC. It is licensed, not sold.
Upon Acceptance and subject to Licensee's compliance with the terms and conditions of the Agreement EPEC grants Licensee a non-transferable, non-exclusive, non-sub-licensable limited license in object code form to use the Software for Licensee's internal business purposes in accordance with the obligations and limited rights and restrictions set forth in the Agreement and respecting all the laws in force in the jurisdiction in which the Software is used.

Licensee may not use the Software to offer timesharing or other computer based services to third parties.

3. Copyright

The Software is protected by copyright laws, international treaty provisions and other applicable national laws. The Software may not be reproduced in any form save for the sole purpose of making a backup copy for archival purposes. Licensee may neither reproduce the written documentation (if any) accompanying the Software.

4. Other Restrictions

Licensee shall not: (i) use, copy, modify, or transfer the Software or any copy, modification, or merged portion, in whole or in part, except as expressly provided for in the Agreement; (ii) modify, alter, adapt, translate, reverse-engineer, decompile, disassemble or attempt to discover the source code, underlying ideas, algorithms, file formats or programming interfaces of the Software, documentation, or any portion thereof or attempt to do so; (iii) remove or cause to be removed any copyright, trademark, patent or any other proprietary legend or notices from any copy of the Software or documentation, or any portion thereof; or (iv) Licensee shall not rent, lease, sub-license, or transfer the Software. Licensee shall not use the Software for purposes the Software is not intended to.

5. Ownership; Proprietary Rights and Notices

EPEC and its licensors, as applicable, shall retain all right, title and interest in and to the Software. Licensee acknowledges and agrees that EPEC, or its licensors, holds the Intellectual Property Rights to the Software and, except as expressly provided herein, Licensee is not granted any other right or license to patents, copyrights, trade secrets, or trademarks with respect to the Software. Licensee shall not use EPEC's name, trademarks, or any EPEC designation as a reference.

6. Termination

The Agreement is effective until terminated in accordance whit its' terms. The Agreement will terminate automatically if Licensee fails to comply with the terms and conditions of the Agreement.

EPEC may terminate the Agreement immediately should any Software become, or in EPEC's reasonable opinion be likely to become, the subject of a claim of infringement of a patent, trade secret or copyright.

Upon termination for any reason, Licensee shall cease to use the Software, destroy all copies of the Software, all of its component parts, functionally-equivalent derivatives, all portions and modifications thereof in any form and upon request provide EPEC with a certificate on the fulfillment of Licensee's obligations hereunder.

7. Protection and Confidentiality

7.1 Protection

Licensee acknowledges and agrees that the Software constitutes and contains Intellectual Property Rights of EPEC and of its applicable licensors. Licensee will at all times recognize and act consistently with EPEC's and its applicable licensors' Intellectual Property Rights in the Software, and will not in any way act, or fail to act in any manner, to intentionally or negligently harm such Intellectual Property Rights.

7.2 Confidentiality

For purposes of the Agreement, "Confidential Information" shall mean the Software and any other information, software or technical data provided by EPEC which is identified as Confidential Information. Licensee hereby agrees (i) to hold Confidential Information in strict confidence and not to make it available or disclose it to any third party except as is necessary for the proper performance of its obligations or in accordance with its rights under the Agreement; (ii) to impose confidentiality restrictions upon the parties to whom any Confidential Information is disclosed; (iii) to take at least the same precautions to protect the Confidential Information as it takes for its own confidential and proprietary information of like importance, but in no event less than reasonable precautions; and (iv) to refrain from using the Confidential Information for any purpose other than the purposes for which that Confidential Information was disclosed.

7.3 Exceptions to Confidentiality

The foregoing provisions in Section 7.1 and 7.2 will not prevent the party receiving Confidential Information (the "Receiving Party") from using or disclosing information which is (i) already known by it (other than directly or indirectly from the party disclosing Confidential Information (the "Disclosing Party")) without an obligation of confidentiality; (ii) publicly known or becomes publicly known through no unauthorized act of the Receiving Party; (iii) rightfully received from a third party; (iv) independently developed by the Licensee without use of Confidential Information; or (v)

approved in writing by EPEC for disclosure. Confidential Information may be disclosed pursuant to a requirement of a governmental agency or law (including public company reporting requirements) so long as the Licensee provides EPEC with written notice of such requirement before any such disclosure so as to afford EPEC an opportunity to intervene and prevent or limit such disclosure.

8. Warranty Disclaimers

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND. ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, INCLUDING SIMULATION OR TESTING RESULTS, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY EPEC, ITS SUPPLIERS AND LICENSORS. IN NO EVENT DOES EPEC WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET LICENSEE´S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

9. Limitation of Liability

IN NO EVENT SHALL EPEC, ITS EMPLOYEES OR LICENSORS BE LIABLE FOR ANY LOST PROFITS, REVENUE, SALES, DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, PROPERTY DAMAGE, PERSONAL INJURY, INTERRUPTION OF BUSINESS, LOSS OF BUSINESS INFORMATION OR FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, ECONOMIC, COVER, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT, TORT, NEGLIGENCE, OR OTHER THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF EPEC OR ITS EMPLOYEES OR LICENSORE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME COUNTRIES/STATES/ JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIABILITY, BUT MAY ALLOW LIABILITY TO BE LIMITED, IN SUCH CASES, EPEC, ITS EMPLOYEES OR LICENSORS LIABILITY SHALL BE LIMITED TO THE ANNUAL FEE(S) PAID BY LICENSEE.

10. Changes to the Software

EPEC shall always have the right, but shall have no obligation, to make such changes to the Software that (i) concern or relate to the production environment of the Software and do not have an adverse effect on the agreed contents of the Software, (ii) are necessary to prevent any data security risk to the Software, or (iii) result from applicable laws or from a court or administrative order.

11. Other terms

Licensee may not sub-license, assign or otherwise transfer this license or Software except as expressly provided in the Agreement. Any attempt to otherwise sub-license, assign, or transfer any of the rights, duties or obligations hereunder is expressly prohibited and will terminate the Agreement.

Licensee further agrees that this is the complete and exclusive statement of the Agreement between Licensee and EPEC, which supersedes any proposal or prior agreement, whether oral or written, and any other communications between Licensee and EPEC relating to the subject matter of the Agreement. If any provision of the Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the remaining provisions of the Agreement shall not be affected.

The Agreement will be governed by the laws of Finland, without reference to its choice of law rules. Any dispute, controversy or claim arising out of or relating to the Agreement 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 arbitration shall be conducted by a sole arbitrator in Helsinki, Finland, in the Finnish language or if parties so agree, in English language. The award shall be final and binding on the parties.