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If you acquired the Software outside the United States, any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, or the breach, termination or validity hereof or thereof, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with the said Rules. The place of arbitration shall be Helsinki, Finland. All proceedings shall be conducted in the English language.

Notwithstanding the above provisions of this section, Licensor shall have the right to collect amounts owed by You in any court having jurisdiction over You.

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If any provision hereof shall be held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of all other provisions of this Agreement shall not be affected thereby.

No delay or failure by either party to exercise or enforce at any time any right or provision hereof shall be considered a waiver thereof or of such party's right thereafter to exercise or enforce each and every right and provision of this Agreement.

This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. You may not assign this Agreement in whole or in part, without Licensor's prior written consent. Any attempt to assign this Agreement without such

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This Agreement sets forth the entire agreement and understanding between You and Licensor relating to the subject matter hereof and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings of the parties, if any. This Agreement sets forth Licensor's entire liability and Your exclusive remedy with respect to the Software

SCHEDULE A

TEMPORARY EVALUATION ATTACHMENT

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