

LeBLANC Development Tools Terms of Use

Version 2

Change History

Date	Version	Changes
7.2.2023	1	Original version
22.10.2023	2	Subscription validity and termination: <ul style="list-style-type: none">- Added Azure Marketplace related terms. Added section "Definitions" <ul style="list-style-type: none">- Defines "in writing"

Definition of Development Tools

LeBLANC development tools (hereinafter referred to as "development tools") refer to a group of applications produced by LeBLANC Finland Oy, which are used to produce applications using model driven development method. The structure, content, and other parameters related to the functionality and appearance of the application are first modeled in the development tool. After this, the development tools produce a runnable software package based on the model, defined by its specific features; this includes the application's source code and other utility files related to the operation and installation of the application.

Continuous Development of Tools

The development tools are continuously developed and delivered to the subscriber as they are at any given time ("as-is"), without warranties. The supplier reserves the right to separately price new features of the development tools. The features or functions of the development tools may be replaced with new ones or completely removed during ongoing development. Subscribers will be notified of the removal of features, if possible, 3 months before the removal.

Licensing and Usage Rights

The use of the development tools requires the subscriber to have a valid agreement (subscription) for the use of the development tools (hereinafter referred to as "subscription"). The subscriber receives a right to use the development tools with the subscription. The subscription does not grant ownership rights to the tools, nor does it allow the subscriber to resell the usage rights of the development tools to a third party.

Transfer of Subscription to Third Parties

The subscriber has the right to transfer their rights and obligations under the agreement to a third party to whom the tasks are fully or partially transferred or are being transferred. The transfer must be notified to the supplier in writing in advance.

The supplier also has the right to transfer their rights and obligations under the agreement to a third party. This transfer must be notified to the other party in writing in advance. Transfers may affect the price of the subscription.

Delivery of Development Tools

The development tools are delivered as a service from the supplier's operating environment. Upon the start of the subscription, the supplier provides the subscriber with a web address from where the development tools can be accessed. The supplier pre-configures the service so that the subscriber's initial users can log into the service and add new users of the development tools in accordance with the terms of the agreement.

Prohibition of Reverse Engineering

The subscriber is not allowed to produce (or have produced by third parties) their own development tools by reverse engineering the LeBLANC development tools, methods, user interfaces, methodologies, resulting source code from transformations, or by utilizing files that describe the model produced by the development tool.

Additionally, materials, guidelines, or training materials that describe the technical functioning of the development tools or the related methodology must not be handed over to third parties without the written permission of the supplier.

Development Tools Availability

The supplier strives to keep the development tools available to the subscriber for the entire duration of the subscription, except for announced maintenance breaks. If, despite good intentions, the development tools are not available to the subscriber, this is considered an immediate damage, for which the subscriber can request a price reduction in writing from supplier. The maximum price reduction can be up to the amount of the subscription fee for the respective month.

Tool Defects

If the subscriber detects a defect in the development tools that prevents their use, the subscriber must immediately inform the supplier. The supplier will either correct the defect or provide instructions on how

to circumvent it. If correcting or circumventing the defect is not reasonably possible with generally available measures, the parties may agree on additional paid work to bypass the defect, or the subscriber is entitled to a price reduction. If the defect is so significant that it fundamentally prevents achieving the entire purpose of the development tools, the subscriber has the right to terminate the subscription.

Situations where the development tools are used for purposes other than their intended use, contrary to usage instructions, or the defect arises due to reasons on the subscriber's side, are not considered defects.

The price reduction can be up to the amount of the subscription fee for the respective month.

Limitation of Liability

The supplier is not liable for indirect damages resulting from the use or availability of the development tools.

Subscription Validity and Termination

Either party can terminate the subscription with one month's notice in writing. If the subscription was made through Azure Marketplace, it must also be terminated through this channel. Costs already billed for the current billing period at the time of cancellation are not refunded to the subscriber.

After the termination of the subscription, the supplier will promptly, but no later than three months after the termination, destroy any subscriber data contained in the development tools, unless otherwise agreed upon regarding data destruction before the termination. If the subscriber wishes to retain the data contained in the development tools after the end of the subscription, they must either transfer the desired data from the development tools themselves or arrange the transfer of the data with the supplier before the end of the subscription. The supplier may charge for the data transfer according to their current service price list.

If the supplier is declared bankrupt, goes into corporate reorganization or liquidation, or if their financial situation deteriorates significantly to the point of being unable to fulfill the obligations of the agreement, either party may terminate the subscription immediately with written notice.

Force Majeure

Force majeure is considered to be an unusual and significant event occurring after the formation of the contract that prevents its fulfillment, which the contracting parties could not reasonably have anticipated at the time of the contract and is independent of the parties. Such events could include war, rebellion, requisition or confiscation for public need, import or export prohibitions, natural disasters, interruptions in

general transport, general telecommunications, or energy distribution, labor disputes, fire, or any other cause of similar significance and unusual nature independent of the parties.

If the delay in fulfilling a contractual obligation is due to such a force majeure, the time for fulfilling the obligation is extended by an amount considered reasonable, taking all relevant circumstances into account. Parties must immediately notify each other in writing of the force majeure and its cessation.

Force majeure is also considered applicable if it affects a subcontractor of a party, provided that the subcontracting cannot be obtained from elsewhere without unreasonable costs or significant delay. A party may immediately terminate the contract if the fulfillment of the contract is delayed by more than four months due to the continuation of the confirmed force majeure.

Language Versions of the Terms

In case there are discrepancies due to translations between different language versions of the terms, the Finnish version of the terms will be primarily applied.

Changes to the Terms

The supplier will inform the subscriber of any changes to the terms in writing. If the subscriber accepts the new terms, no action is required. If the subscriber does not accept the new terms, they are requested to contact the supplier to resolve the matter.

Definitions

"Written" or "in writing" refers to the transmission of information to the other party via email, paper letter, or through the communication and customer information functions of the development tools (notifications).