

LeBLANC Production Application Terms of Use

Version 2

Change history

Date	Version	Changes
7.2.2023	1	Original version
22.10.2023	2	Added "Definitions" <ul style="list-style-type: none">- "in writing" definition Tuotantolisenssin voimassaolo ja päättäminen <ul style="list-style-type: none">- Lisätty Azure Marketplace-osuus tilauksen päättämiseen

LeBLANC Production Application Definition

The LeBLANC production application (hereinafter referred to as "production application") refers to the finished software produced through the transformation of LeBLANC development tools, which includes the features of the application modeled by the subscriber using these tools. The final application includes, among other things, the application's source code and a set of files related to the operation, installation, and parameterization of the application. The production application does not include possible changes made to the production application as per the customer's order.

Continuous Development of the Production Application

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

Licensing of the Production Application

The use of the production application for production purposes requires the subscriber to have a valid production license. The production license is application-specific, and the licensed application and the licensing organization are specified in the license agreement.

Running the production application in development, testing, and quality assurance environments does not require a production license. Only production use requires a license.

Transfer of Production License to Third Party

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

Subscriber Rights to the Production Application

Yhteenveto tilaajan oikeuksista

Use of the production application	Permitted
Modifying the production application	Permitted
Distributing the Production Application or its parts	Prohibited
Using the production application or its parts for development of applications other than named in the contract	Prohibited

Modifying the Production Application

The subscriber, with a production license, is granted extensive usage and modification rights to the production application: The subscriber may modify the source code of the production application and other automatically generated files in any way they deem best, including adding their own code to the automatically generated source code, removing code, or not using parts of the application that are unnecessary.

Changes made (or commissioned) to the production application as per the customer's order are the property of the subscriber.

Restrictions Related to the Subscriber's Production Application

The subscriber does not gain ownership rights to the production application. The subscriber is not allowed to distribute the production application or its parts, nor use the production application (or its parts) for the development of any application other than the one named in the license 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 tool or the production application produced with it. This includes the methods, interfaces, source code resulting from transformations, or using files that describe the model produced by the development tool.

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

Production Application Defects

If the subscriber detects a defect in the production application that prevents its use, the subscriber must immediately inform the supplier. The supplier will either correct the defect or provide instructions on how to circumvent it. If it is not reasonably possible to correct or circumvent the defect 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 production application, the subscriber has the right to terminate the license agreement.

Situations where the production application is used for purposes other than its intended use, contrary to usage instructions, or the defect arises due to reasons on the subscriber's side, are not considered defects. The supplier's responsibility for correcting defects is limited to the production application and does not include changes made to the production application per the customer's order. The price reduction due to the defect can be up to the amount of the license fee for the respective month.

Security Risks Identified in the Production Application

If either party detects a security risk in the production application, they must immediately inform the other party in writing. The supplier will either correct the risk or provide instructions on how to circumvent it. If correcting or circumventing the security risk is not reasonably possible with generally available measures, the parties may agree on additional work to bypass the risk. If the risk jeopardizes the entire purpose of the production application, the subscriber has the right to terminate the subscription.

The supplier's responsibility for correcting the security risk is limited to the production application and does not include changes made to the production application per the customer's order.

Auditing the Production Application

The subscriber has the right to conduct security and other necessary audits of the production application at their own expense. The audit must be carried out in accordance with good auditing practices in such a way that the provider's trade secrets are not compromised.

Supplier's Limitations of Liability

The supplier is not responsible for indirect damages resulting from the use or continuous development of the production application. The supplier is also not responsible for the subscriber's operating environments, development processes, or processes related to DevOps functions, CI/CD automations, or other practices in the subscriber's application development.

Validity and Termination of the Production License

The subscriber may terminate the production license with one month's notice in writing. If the original order was made through Azure Marketplace, any costs already billed for the current billing period at the time of cancellation will not be refunded to the subscriber. The supplier has the right to immediately terminate the production license and its related obligations if the subscriber uses the production application contrary to these terms, if the subscriber 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.

In the event that 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, the subscriber in this case has the right to continue using the production application without license fees. However, the subscriber's rights, restrictions, and the prohibition of reverse engineering related to the production application still remain in effect in this situation.

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

If there are discrepancies between different language versions of the terms of service due to translation, the Finnish version of the terms of service shall be primarily applied.

Changes to Terms

The provider will notify the subscriber in writing of any changes to the terms of service. If the subscriber accepts the new terms, no action is required. If the subscriber does not accept the new terms, we ask them to contact the provider to resolve the matter.

Definitions

“Transformation” refers to a process in the context of Model Driven Development (MDD) where models describing the application are mechanically converted into another file representation format. The primary transformation is the production of the application's source code. Other transformations may include, for example, producing application documentation in a file format.

“In writing” means conveying information to the other party via email, paper letter, or through notifications in the development tools' communication and customer information functions.