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THIS IS AN INSTITUTIONAL LICENSE AGREEMENT FOR ACCESS TO TYPINGMASTER ONLINE.  
USE OF THE SERVICE CONSTITUTES ACCEPTANCE OF THE TERMS OF THIS AGREEMENT.  
IF THE SUBSCRIBER OR AUTHORIZED USERS DO NOT WISH TO BE BOUND BY THIS  
AGREEMENT AND THE OPERATING POLICIES, DO NOT USE THIS SERVICE.

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## INSTITUTIONAL LICENSE AGREEMENT

This license agreement (the "Agreement") is made between Typing Master Finland Oy, a company incorporated in Finland and having its principal place of business at Helsinki (the "Licensor") and the organization which has requested to use the Service specified herein (the "Subscriber")

### 1. DEFINITIONS

In the Agreement, the following terms shall have the following meanings:

1.1 *Licensor*. The capitalized term Licensor refers to Typing Master Finland, Inc., the developer, intellectual property rights owner, and publisher of TypingMaster Online service, whose registered office is at Vetehisenkuja 7 A 15, 00530 Helsinki, Finland.

1.2 *Subscriber*. The customer institution named in the registration, who has authorized acceptance of this License Agreement and completed the registration. The Subscriber provides access to the Service to its Authorized Users, and is responsible for payment of fees and implementation of this License Agreement.

1.3 *Service*. The capitalized term Service refers to TypingMaster Online typing training service, delivered via the World Wide Web, any updates to the service, and any related online documentation.

1.4 *Subscription period*. Subscription period is for one (1) year from the date the Licensor activates the Subscriber's licenses, or as determined at onset. Subscription must be renewed before the expiration date to maintain uninterrupted access to the Service.

1.5 *Authorized users*. Authorized users are:

- (a) every member of staff employed by or otherwise accredited by the Subscriber; or
- (b) every student accredited to the Subscriber for the purpose of full-time or part-time attendance; or
- (c) registered users of the Subscriber's library and walk-in patrons who access the Service through workstations physically located in the Subscriber's library and are under the control and administration of the Subscriber;

in each case who are permitted access to the Service by the Subscriber.

1.6 *License fee*. License fee payable by the Subscriber in consideration of the grant to the Subscriber of rights to use the Service.

1.7 *Commercial purposes*. Use for the purposes of monetary reward (whether by the Subscriber or an Authorized User or any other related entity) by means of sale, resale, loan, transfer, hire or any other form of exploitation of the Service.

## **2. FEES AND PAYMENTS; CANCELLATION AND REFUNDS**

The Subscriber's License Fee must be fully paid or the Licensor must have received an official Purchase Order from the Subscriber or its agent before the Subscriber will be granted full rights to access to the Service.

Current License Fees are posted on TypingMaster web site <http://www.typingmaster.com>. The Licensor may change License Fees in the normal course of business.

In the event of non-payment of License Fee by the due date of the invoice issued by the Licensor or its affiliates, upon its consideration, the Licensor shall have the right to terminate the Service to the Subscriber immediately.

The Subscriber is responsible for any charges associated with accessing the Service, including but not limited to applicable taxes, computer equipment, telephone or Internet connections and access software.

The Subscriber's first subscription to the Service may be cancelled within 30 days from the date of first activation of the Service by the Licensor, and in such case is fully refundable. After first 30 contract days or with subscription renewals, License Fees are non-refundable.

Subscriber's cancellation notice must be communicated in writing by email or by mail. Phone calls/messages will not be accepted. The Licensor will confirm the Subscriber's cancellation request within three business days of the submission/receipt of request.

## **3. GRANT OF LICENSE**

The Licensor grants the Subscriber, during the Subscription Period, a non-exclusive, non-transferable license to give Authorized Users access to the Service according to the terms and conditions described in this Agreement.

The Subscriber and its Authorized Users acknowledge that the copyright and title to the Service and any trademarks or service marks relating thereto remain with the Licensor or its suppliers. Neither the Subscriber nor its Authorized Users shall have right, title or interest in the Service. Nothing contained in this Agreement gives the Subscriber or any Authorized User any rights in the Intellectual Property or confidential information of the Licensor in the Service.

## **4. PERMITTED USES**

The Subscriber and Authorized Users may make all use of the Service as is consistent with the United States and Finnish copyright laws.

*Caching.* The Subscriber and its Authorized Users may make such temporary electronic copies by means of caching of all or part of the Service as occurs automatically as part of browser's caching and are necessary solely to ensure efficient use by Authorized Users and not to make available to Authorized Users duplicate copies of the Service.

*Course Packs.* The Subscriber and Authorized Users may use a reasonable portion of the Service in the preparation of Course Packs or other educational materials for classroom use.

*Electronic links.* The Subscriber and the Subscriber only may provide electronic links to the Service from the Subscriber's intranet or extranet pages, and is encouraged to do so in ways that will increase the usefulness of the Service to Authorized Users. The Subscriber agrees to

make changes in the appearance of such links and/or in statements accompanying such links as reasonably requested by the Licensor.

*Access from public terminals.* Authorized Users (with the exception of walk-in patrons defined in 1.5) may access the Service from work, school, and home or from a public terminal provided that they keep their account private and logout from the terminal and exit the browser before leaving the terminal. Login IDs and passwords may not be saved on public terminals nor divulged to any third party.

## **5. RESTRICTIONS ON USE**

*Unauthorized use.* The Subscriber or any Authorized User shall not knowingly permit anyone other than Authorized Users to use the Service. In certain situations, based on the license type purchased or institutions type (such as a concurrent user licenses and libraries, respectively), the Licensor reserves the right to limit access to the Service to a certain number of Internet Protocol ("IP") addresses agreed upon between the Licensor and the Subscriber; or the Subscriber's web site which uses an authentication system that requires prior registration with the Subscriber or where Authorized Users shall be identified and authenticated by the use of IP addresses provided by the Subscriber to the Licensor.

*Modification of Service.* The Subscriber or any Authorized User shall not modify, manipulate, or create a derivative work of the Service without the prior written permission of the Licensor.

*Removal of copyright notice.* The Subscriber or any Authorized User may not remove, obscure or modify any copyright, trademark, reservation of rights, or any other proprietary language displayed in the Service.

*Commercial purposes.* The Subscriber or any Authorized User may not use the Service for commercial purposes nor may the Subscriber impose special charges on Authorized Users for use of the Service beyond reasonable administrative costs, unless a separate written agreement for commercial use is made with the Licensor.

*Inter-library lending.* The Subscriber or any Authorized User may not provide to a user at another library rights to access the Service.

*Reverse engineering.* The Subscriber or any Authorized User may not reduce to human-readable form, disassemble, decompile, unlock, reverse translate, or in any manner decode the Service.

## **6. LICENSOR OBLIGATIONS**

*Activation of Service.* Within two (2) business days of the date the Licensor receives an official purchase order or full license fee payment from the Subscriber, the Licensor shall give the Subscriber full access to the Service and provide the Subscriber with all information and documentation necessary to access the Service.

*Support.* The Licensor will offer activation support and reasonable levels of continuing support to assist the Subscriber in its everyday use of the Service. The Licensor will make its support personnel available by email as a primary means of communication for feedback, problem-solving or general questions.

*Quality of service.* The Licensor shall use its best efforts to ensure that the Licensor's server or servers have sufficient capacity and rate of connectivity to provide the Subscriber and

Authorized Users with a quality of service comparable to current standards for information services of similar scope operating via the World Wide Web, as long as the Subscriber is in full compliance with its obligations under this Agreement.

The Licensor shall use reasonable endeavors to make the Service available to the Subscriber and its Authorized Users at all times and on twenty-four hour basis, but cannot guarantee continuous, uninterrupted use especially where the Licensor must carry out routine maintenance, repairs, reconfigurations or upgrades or in circumstances beyond its control including force majeure. The Licensor shall use its best effort to restore access to the Service as soon as reasonably possible in the event of interruption or suspension of the Service.

The Subscriber understands that the Service is by nature vulnerable to errors and unscheduled downtime for reasons beyond the Licensor's control as neither the Licensor nor any other party has any control over the Internet, which is a global decentralized network of computer systems. In the event the Licensor, for reasons within its control, is unable to provide the Subscriber with access to the Service for a period exceeding 24 consecutive hours, and the Subscriber timely objects in writing, the Licensor agrees to extend the Subscription Period for corresponding 24 hour (one day) increments at no additional cost to the Subscriber. Any claim against the Licensor shall be limited to such credit.

*Notification of modifications of Service.* The Subscriber understands that from time to time the Service may be added to, modified or deleted from by the Licensor and/or that portions of the Service may migrate to other formats. The Licensor shall make reasonable efforts to give sufficient advance notice to the Subscriber of any major changes that affect the functionality of the Service.

## **7. SUBSCRIBER OBLIGATIONS**

*Availability of Service to authorized users.* The Subscriber shall make access to the Service available to Authorized Users and use all its best efforts to ensure that only Authorized Users are permitted access to the Service. The Subscriber and its Authorized Users shall be responsible for obtaining and maintaining all such equipment, software and communication lines to access the Service. The Licensor has no responsibility for or liability with respect to the Subscriber's or any Authorized User's equipment.

*Provision of notice of license terms to authorized users.* The Subscriber shall make reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Service is granted under this Agreement including, in particular, any limitations of access or use of the Service as set forth in this Agreement.

*Provision of notice of intellectual property rights to authorized users.* The Subscriber shall make reasonable efforts to provide Authorized Users with notice of any applicable Intellectual Property or other rights applicable to the Service. The Subscriber shall make reasonable efforts to prevent infringement of any Intellectual Property or other rights of the Licensor in the Service. The Subscriber shall promptly notify the Licensor of any infringement that comes to The Subscriber's attention, and take appropriate steps to avoid its recurrence.

*Protection from unauthorized use.* The Subscriber shall implement reasonable procedures to restrict access to Service to Authorized Users and protect the Service from any use that is not permitted under this Agreement. The Subscriber agrees that it is solely responsible for all use of the Service accessed through the Subscriber's password and/or other electronic identifiers with or without its consent and will pay for such use.

So soon as practicable after becoming aware of any breach by an Authorized User of the terms of this license or any unauthorized use, terminate such Authorized User's access to the Service and take reasonable action to prevent any unauthorized use from continuing, and promptly notify the Licensor of unauthorized use so that the Licensor can take preventive action.

*Maintaining confidentiality of access passwords.* The Subscriber shall maintain the confidentiality of any institutional Login IDs and passwords. The Subscriber shall use reasonable efforts to ensure that Authorized Users do not divulge their login IDs, passwords or links to the Service to any third party or allow others to use the Service with their login ID and password.

## **8. MUTUAL OBLIGATIONS**

*Confidentiality of User Data.* To the extent permitted by law, the Licensor and the Subscriber agree to maintain the confidentiality of any data relating to the usage of the Service by the Subscriber and its Authorized Users. Such data may be used solely for customer support and other purposes directly related to the Service and may only be provided to third parties in aggregate form. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third party.

*Cure Activities.* In the event of any unauthorized use of the Service, the Subscriber shall cooperate with the Licensor in the investigation of any unauthorized use of the Service of which it is made aware and shall use reasonable efforts to remedy such unauthorized use and prevent its recurrence. In the event of any unauthorized use, the Licensor may terminate access to the Service immediately and will cooperate with the Subscriber to avoid recurrence of any unauthorized use.

*Intellectual property.* Each party shall use its best efforts to safeguard the intellectual property, confidential information and proprietary rights of the other party.

*Implementation of Developing Security Protocols.* The Subscriber and the Licensor shall cooperate in the implementation of security and control protocols and procedures as they are developed during the term of this Agreement.

## **9. TERM, RENEWAL AND TERMINATION**

*Term.* This Agreement shall continue in effect for one (1) year from the date the Licensor activates the Subscriber's licenses to the Service and notifies the Subscriber of access to the Service, or as determined at onset.

*Renewal.* This Agreement will terminate automatically if subscription to the Service is not renewed before the end of the Subscription Period. The Subscriber must renew subscription before the expiration date to maintain uninterrupted access to the Service. At the Licensor's option, a limited grace period may be provided to ensure uninterrupted access to the Service pending receipt of renewal subscription confirmation or payment.

*Termination.* Upon termination of this Agreement for cause, online access to the Service by the Subscriber and Authorized Users shall be terminated. After termination, the Subscriber's user information will be kept on The Licensor's server for a minimum period of six (6) months in case the Subscriber later wants to renew its subscription, or removed permanently upon the Subscriber's request.

In the event that the Licensor believes that the Subscriber materially has breached any obligations under this Agreement, or if the Licensor believes that the Subscriber has exceeded

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the scope of the License Agreement, the Licensor reserves the right to immediately terminate the Subscriber's access to the Service upon further correspondence. Access will be withheld until the Subscriber cures the breach in form acceptable to the Licensor.

In the event that the Subscriber believes that the Licensor materially has breached any obligations under this Agreement, it shall so notify the Licensor in writing. The Licensor shall have thirty (30) days from the receipt of notice to cure the alleged breach and to notify the Subscriber in writing that cure has been effected. If the breach is not cured within thirty (30) day period, the Subscriber will be refunded the pro rata portion of any license fees the Subscriber has paid for any remaining period of the Agreement from the date of termination.

In the event that the Licensor terminates this Agreement for reasons other than the Subscriber's breach of this Agreement, the Subscriber will be refunded the pro rata portion of any license fees the Subscriber has paid for any remaining period of the Agreement from the date of termination.

## **10. ACKNOWLEDGMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

The Subscriber acknowledge that all copyrights, patent rights, trademarks, services marks, trade secrets and other intellectual property rights relating to the Service, are the sole and exclusive property of the Licensor and that this Agreement does not convey to the Subscriber or any Authorized User any right, title, or interest therein except for the right to use the Service in accordance with the terms and conditions of this Agreement.

The provisions of this Section shall survive the termination of this Agreement for any reason.

## **11. PRIVACY POLICY**

The Licensor will not share email addresses with anyone outside the Licensor or disclose user information to any third party, except as described below. The Licensor may use the personal data the Subscriber provide online to send the Subscriber information about changes that affect the use of Service or that we feel may be of interest to the Subscriber. Only the Licensor will send the Subscriber such mailings.

The Licensor retains server logs and files which contain detailed Authorized User access information including but not limited to date and time of access, IP address or login ID/password employed and statistics relating to the use of Service. This access information may be used by the Licensor and its agents for customer support purposes. The Licensor shall use its best endeavors to keep confidential from third parties the Subscriber's access information, Authorized User data and usage statistics. In the case that the Licensor assigns its rights in this Agreement to a third party, the Subscriber may at its discretion require this assignee either to keep such information confidential or to destroy them. The Licensor will comply with the requirements of the data protection legislation currently in force.

## **12. LICENSOR'S WARRANTIES AND LIMITATION OF LIABILITY**

Subject to the Limitations set forth elsewhere in this Agreement:

The Licensor warrants that it has obtained and will use its best endeavors to ensure that it retains all necessary consents, licenses or agreements required for the provision of the Service, and that use of the Service by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright of any third party.

Neither party shall be liable for any indirect, special, incidental, punitive or consequential

damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use of or the inability to use the Service.

(a) The Licensor will use its reasonable endeavors to provide the Subscriber and Authorized Users with continuous access to the Service but the Licensor does not warrant or represent that it can do so since neither the Licensor nor any other party has any control over the Internet, which is a global decentralized network of computer systems. The Service will not be error free, uninterrupted and will be very variable.

(b) The Licensor will use its best effort to protect the Service from viruses, worms, trojan horses, or other harmful and destructive components but the Licensor does not warrant or represent that it can do so since neither the Licensor nor any other party has any control over the Internet. The Subscriber acknowledges that the information, software or other material accessible over the Internet via the Service may contain viruses, worms, trojan horses, or other harmful and destructive components.

(c) THE SUBSCRIBER MUST ACCEPT THE SERVICES "**AS IS**" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE, OR TITLE.

(d) EXCEPT AS OTHERWISE PROVIDED BY LAW, THE LICENSOR IS NOT LIABLE AND WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES, FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGES WHICH RESULT OR MAY RESULT FROM THE SUBSCRIBER'S AND ANY AUTHORIZED USER'S USE OF THE SERVICE (INCLUDED BUT NOT LIMITED TO DELETION OR LOSS OF FILES, DEFECTS OR DELAYS IN TRANSMISSION OR ANY FAILURE OF THE SERVER OR THE INTERNET) OR THE SUBSCRIBER'S AND ANY AUTHORIZED USER'S ACCESS TO THE INTERNET OR USE THEREOF FOR ANY PURPOSE WHATSOEVER OR FOR ANY RELIANCE ON OR USE OF INFORMATION, SERVICES OR GOODS PURCHASED ON OR THROUGH THE INTERNET. THE SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDY IF DISSATISFIED WITH THE SERVICE FOR ANY REASON WHATSOEVER, IS TERMINATION OF THE SERVICE AND THIS AGREEMENT BY IMMEDIATELY DISCONTINUING TO USE THE SERVICE. THE LICENSOR WILL REFUND A PRO RATA PORTION OF THE PRE-PAID SUBSCRIPTION OR OTHER FEES.

(e) The foregoing warranties are in lieu of all other warranties, express or implied and the Subscriber's sole remedy hereunder.

(f) In the event the Licensor incurs any liability whatsoever to the Subscriber such liability will in all cases be limited to the subscription fee paid by the Subscriber in the year in which such liability arose. This provision will not apply to the extent limitations of liability are prohibited by law.

(g) The Licensor is not liable to the Subscriber or any other party who may access the Service via the Subscriber's identifiers with or without the Subscriber's consent for any act or omission of any other entity furnishing products or services which are required by the Subscriber or any Authorized User to use the Service. Nor will the Licensor be liable for any damage or loss due to the fault or negligence of the Subscriber or any Authorized User.

(h) Except as provided by law, the Licensor is not responsible in contract or in tort for the unauthorized access to, or alteration, theft or destruction of e-mails, files, programs, or information of the Subscriber or any Authorized User by any person through accident or by

fraudulent means or devices, even if such access occurs as a result of the Licensor's own negligence.

(i) The Licensor will not be responsible to the Subscriber or to any user if changes in any of the Licensor's facilities, operations, procedures, products or Services, render obsolete the Subscriber's or any Authorized User's equipment or software, or require modification or alteration to the Subscriber's or any Authorized User's equipment or software, or otherwise affect performance.

### **13. FORCE MAJEURE**

The Licensor will not be responsible for any delay in, or failure of, the Service or the Internet due to any occurrence commonly known as force majeure, including war, riots embargoes, strikes, or other concerted acts of workmen (whether of the Licensor or others), casualties or accidents, or any other causes, circumstances, or contingencies, beyond the Licensor's control, which prevent or hinder the performance of the Licensor of any of its obligations hereunder.

### **14. WAIVER OF CONTRACTUAL RIGHT**

Failure or neglect by the Licensor to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of the Licensor's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice the Licensor's rights to take subsequent action.

### **15. NON-ASSIGNABILITY**

Neither this Agreement nor the benefit of the Service may be assigned or transferred by the Subscriber whether voluntarily or involuntarily or by operation of law, in whole or in part, to any party without the prior written consent of the Licensor. No such assignment by the Subscriber howsoever occurring shall relieve the Subscriber of its obligations hereunder.

### **16. ENTIRE AGREEMENT**

This Agreement supersedes all prior agreements, arrangements and understandings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof. No addition to or modification of any provision of this Agreement shall be binding upon the parties unless made by a written instrument signed by a duly authorized representative of each of the parties.

### **17. INTERPRETATION**

In this Agreement:

Words importing the singular include the plural, words importing any gender include every gender and words importing persons include bodies corporate and unincorporate; and (in each case) vice versa.

Any reference to a party to this Agreement includes a reference to his successors in title and permitted assigns.

The headings to the Articles are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

**18. SEVERABILITY**

Notwithstanding that the whole or any part of any provision of this Agreement may prove to be illegal or unenforceable the other provisions of this Agreement and the remainder of the provision in question shall remain in full force and effect.

**19. NOTICES**

Any notice required or permitted under the terms of this Agreement or required by statute, law or regulation shall (unless otherwise provided) be in writing to current addresses of the respective parties and shall be deemed received within ten (10) working days after mailing.

**20. AMENDMENT**

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of the Licensor and the Subscriber.

**21. APPLICABLE LAW**

The parties hereby agree that this Agreement shall be construed in accordance with laws of Finland.

**22. DISPUTE RESOLUTION**

In the event any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this Agreement, which are not affected by the dispute.

Any dispute, which may arise between the parties concerning this Agreement, shall be determined by City Court of Helsinki (*Helsingin käräjäoikeus*).

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