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4. TERM AND TERMINATION

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- 4.2. Either Party may terminate this TEA and/or the Evaluation Period immediately and without any liability upon written notice to the other Party.
- 4.3. Upon any such termination or expiration, Licensee shall immediately cease all use of the Evaluation Products. Sections 5, 9, 11 and 15 through 35 shall survive any termination or expiration of this TEA.

5. CONFIDENTIAL INFORMATION

- 5.1. Licensee agrees that the Evaluation Products, Actronika product plans, Actronika price quotations, all code, inventions, know-how, business, technical and financial information and any related benchmarking results, technology, idea, algorithm or information it obtains regarding the Evaluation Products constitute the confidential property of Actronika ("Confidential Information").
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- 5.3. Licensee shall only disclose Confidential Information to its personnel who have a need to know such information and are bound to protect such information under a signed agreement with confidentiality provisions no less restrictive than those contained herein.
- 5.4. Licensee shall only use Confidential Information for the purpose of conducting the technical evaluation contemplated in this TEA.
- 5.5. Licensee's nondisclosure obligation shall not apply to information which Licensee can document: (i) is or has become public knowledge through no fault of Licensee; or (ii) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to Actronika).
- 5.6. Licensee acknowledges that disclosure of Confidential Information would cause substantial harm to Actronika that could not be remedied by the payment of damages alone, and therefore that upon any such disclosure by Licensee, Actronika shall be entitled to seek appropriate equitable relief. Licensee will return all Confidential Information to Actronika upon termination or expiration of this TEA and, if requested by Actronika at any later time, certify to such return in writing.

6. DISCLAIMERS

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- 6.4. Actronika does not warrant that Licensee's use of the Evaluation Products will be uninterrupted or error-free or that any security mechanisms implemented by the Evaluation Products will not have inherent limitations.

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- 7.2. NOTWITHSTANDING ANY OTHER PROVISION OF THIS TEA, ACTRONIKA'S ENTIRE LIABILITY TO LICENSEE UNDER THIS AGREEMENT SHALL NOT EXCEED THE PRICE OF THE EVALUATION PRODUCTS.
- 7.3. The Parties agree that the limitations specified in this section will survive and apply even if any limited remedy specified in this TEA is found to have failed of its essential purpose.

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- 8.2. No rights or licenses whatsoever, either express or implied, are granted hereunder by one Party to the other Party as to any patents or patent applications, copyrights, trademarks, trade secrets, or other intellectual property now or hereafter acquired, developed, or controlled.
- 8.3. This TEA may be executed in two or more identical counterparts (including facsimile and other electronically transmitted copies), each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute the agreement when a duly authorized representative of each Party has signed the counterpart.
- 8.4. All notices, requests and other communications under this TEA shall be deemed to have been duly given on the third day after mailing of the notice, postpaid, to the Party entitled to such notice at the address set forth below. Any notice to be given under or in connection with this TEA shall be made in writing, by registered letter, and sent to the following address: If to Actronika: Actronika - 68, Boulevard de Courcelles - 75017 Paris - France; If to the Licensee: _____
- 8.5. Neither Party may assign this TEA without the other Party's prior written consent, and any assignment in violation of this TEA shall be void. This TEA shall benefit and be binding upon the Parties to this TEA and their respective successors and permitted assigns.
- 8.6. Wherever possible, each provision of this TEA shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this TEA shall be prohibited by or invalid under applicable law, such provision shall be deemed modified to the extent necessary to make it enforceable under applicable law. If any such provision is not enforceable as set forth in the preceding sentence, the unenforceability of such provision

shall not affect the other provisions of this TEA, but this TEA shall be construed as if such unenforceable provision had never been contained herein.

- 8.7. This TEA including the annexes, exhibits and attachments hereto (if applicable) sets forth the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes any prior oral or written agreements, and all contemporaneous oral communications. All additions or modifications to this TEA must be made in writing and must be signed by the Parties. Any failure to enforce a provision of this TEA shall not constitute a waiver thereof or of any other provision.
- 8.8. THIS TEA SHALL BE GOVERNED BY THE LAWS OF FRANCE, WITHOUT REFERENCE TO CONFLICT OF LAWS PRINCIPLES. THE EXCLUSIVE VENUE FOR ANY DISPUTE SHALL BE IN PARIS, FRANCE. ALL DISPUTES BETWEEN THE PARTIES IN CONNECTION WITH OR ARISING OUT OF THE EXISTENCE, VALIDITY, CONSTRUCTION, PERFORMANCE AND TERMINATION OF THIS TEA (OR ANY TERMS THEREOF), WHICH THE PARTIES ARE UNABLE TO RESOLVE BETWEEN THEMSELVES AMICABLY, SHALL BE FINALLY SETTLED BY THE COMPETENT COURTS OF PARIS, FRANCE.

2. Revision History

<p>Actronika 68 boulevard de Courcelles, 75017 Paris, France</p> <p>www.actronika.com</p>	<p>RoHS Directive compliant: In accordance with European Directive 2002/95/EC, "RoHS Directive compliant" means that the product or part does not contain any of the following substances in excess of the following maximum concentration values in any homogeneous material, unless the substance is in an application that is exempt under RoHS: (a) 0.1% (by weight) for lead, mercury, hexavalent chromium, polybrominated biphenyls or polybrominated diphenyl ethers; or (b) 0.01% (by weight) for cadmium. Unless otherwise stated by Actronika in writing, this information represents Actronika's knowledge and belief based on information provided by third party suppliers to Actronika.</p> <p>IMPORTANT NOTICE TO PURCHASER: Specifications are subject to change without notice.</p>
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