

**UbiquiOS Technology Limited**  
**End-User License Agreement ("Agreement")**

Last updated: [April 20, 2017]

**IMPORTANT – PLEASE CAREFULLY READ THE FOLLOWING LICENSE AGREEMENT, WHICH IS LEGALLY BINDING. BY USING THE SOFTWARE, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT.**

**(1) YOU WILL USE THE LICENSED MATERIALS FOR YOUR OWN BENEFIT AND PERSONALLY ACCEPT, AGREE TO AND INTEND TO BE BOUND BY THESE TERMS; OR (2) YOU ARE AUTHORIZED TO ACCEPT AND AGREE TO, AND INTEND TO BE BOUND BY, THESE TERMS ON BEHALF OF YOUR COMPANY.**

**Important – Read carefully:** In this Agreement “you” means you personally if you will exercise the rights granted for your own benefit, but it means your company (or you on behalf of your company) if you will exercise the rights granted for your company’s benefit.

This End-User License Agreement is a legal agreement between you and UbiquiOS Technology Limited (“UBIQUIOS”). The “**Licensed Materials**” subject to this Agreement include the software programs and any associated electronic documentation (in each case in whole or in part) that accompany the product you have purchased or otherwise obtained (the “**Target Product**”), as well as any updates or upgrades to such software programs or documentation, if any, provided to you at UBIQUIOS’ sole discretion. The Licensed Materials are specifically designed and licensed for use solely and exclusively with the Target Product. By installing, copying or otherwise using the Licensed Materials you agree to abide by the provisions set forth herein. This Agreement is displayed for you to read prior to using the Licensed Materials. If you choose not to accept or agree with these provisions, do not download, install or use the Licensed Materials.

For purposes of this Agreement “**Target Product**” means a product that consists of both hardware components, including embedded executable versions only of the Licensed Materials that execute solely and exclusively in connection with such product; and

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- (i) **Licensed Materials License Grant.** Subject to the terms of this Agreement, UBIQUIOS hereby grants to you a limited, revocable, non-transferable, non-exclusive, non-assignable, non-sublicensable, fully paid-up and royalty-free license to:
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  - b. make one copy of the Licensed Materials for archive purposes consistent with the your archive procedures;
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- (v) **Termination.** This Agreement is effective on the date the Licensed Materials are delivered to you together with this Agreement and will remain in full force and effect until terminated.

**Use Restrictions**

Except as expressly permitted by this Agreement, You agree not to, and you will not permit others to:

- (i) modify the Licensed Materials; and
- (ii) translate, reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction) or attempt to derive the source code of the Licensed Materials, or create derivative works of the Licensed Materials or let any third party do any of the foregoing; and
- (iii) reproduce the Software other than as specified above; and

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- (v) alter or remove any of UBIQUIOS' or its licensors' copyright or proprietary rights notices or legends appearing on or in the Licensed Materials and you shall reproduce such notices on any copies you are permitted to make; and
- (vi) use the Software or allow its use for the purpose of developing, enhancing or marketing any product that is in any way competitive with the Licensed Materials, or disclose to any third party the results of, or information pertaining to, any benchmark of the Licensed Materials; and
- (vii) export the Licensed Materials in contravention of applicable export laws and regulations; and
- (viii) use the Licensed Materials other than in connection with operation of the Target Product.

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#### **Warranties and Limitations**

THE LICENSED MATERIALS ARE PROVIDED "AS IS". FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT THE LICENSED MATERIALS HAVE NOT BEEN TESTED OR CERTIFIED BY ANY GOVERNMENT AGENCY OR INDUSTRY REGULATORY ORGANIZATION OR ANY OTHER THIRD PARTY ORGANIZATION. UBIQUIOS AND ITS LICENSORS MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE LICENSED MATERIALS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-

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#### **Notices**

All notices to UBIQUIOS hereunder shall be delivered to UbiquiOS Technology Limited, Ruakura Research Centre, 10 Bisley Road, Hamilton 3214, New Zealand. All notices shall be deemed served when received by UBIQUIOS.

#### **Term and Termination**

This Agreement shall remain in effect until terminated hereunder. This Agreement will terminate immediately, without prior notice from UBIQUIOS, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Licensed Materials and all copies thereof from your Target Product or other device or system. Upon termination of this Agreement, you shall cease all use of the Licensed Materials and delete all copies of the Licensed Materials from your Target Product or other device or system.

#### **Governing Law**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with New Zealand law and the parties submit to the non-exclusive jurisdiction of the Courts of New Zealand. Notwithstanding the foregoing, any judgment may be enforced in any New Zealand or foreign court, and either party may seek injunctive relief in any New Zealand or foreign court. Failure by UBIQUIOS to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision in this Agreement or any other agreement that may be in place between the parties.

#### **Severability**

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

#### **Entire Agreement**

This is the entire agreement between you and UBIQUIOS and this Agreement supersedes (a) any prior agreement between the parties related to the subject matter of this Agreement and (b) any prior or subsequent clickwrap, shrink-wrap or web-wrap software license agreement under which you receive rights to the Licensed Materials under terms that differ in any respect from the terms of this Agreement, unless otherwise agreed by the parties in writing and signed by the duly authorized representatives of both parties or (with respect to any such subsequent agreement) unless this Agreement is terminated earlier. Notwithstanding the foregoing, any signed and effective software license agreement relating to the subject matter hereof and stating expressly that such agreement shall control regardless of any subsequent click-wrap, shrink-wrap or web-wrap, shall supersede the terms of this Agreement. No amendment or modification of this Agreement will be effective unless in writing and signed by a duly authorized representative of UBIQUIOS. You hereby warrant and represent that you have obtained all authorizations and other applicable consents required empowering you to enter into this Agreement.