PYXLL END USER LICENSE AGREEMENT

This PyXLL End User License Agreement (the "Agreement") is between PyXLL Ltd., a company registered in the United Kingdom of England and Wales ("PyXLL"), and the end user who accepts the terms of this Agreement (the "Customer" or "You"). The effective date of this Agreement (the "Effective Date") is the earlier of the date You accept this Agreement or the first date You use the Software. Please read this Agreement carefully before using the Software. By clicking to accept these terms, installing or using the Software, You signify your assent to and acceptance of the terms of this Agreement. If You do not accept the terms of this Agreement, then You must not use the Software.

1. Definitions. The following terms, when capitalized, are defined as follows:

   a. "Permitted Use" shall mean Customer's use of the Software in accordance with all terms and conditions of this Agreement and any other applicable agreements between the Customer and PyXLL.

   b. "Evaluation Term" shall mean the period from the Effective Date through the date that is thirty (30) days after the Effective Date.

   c. "Subscription Term" shall mean the period from the Effective Date through the date agreed in a separate commercial license agreement, if one exists.

   d. "Term" shall mean the period from the Effective Date until it is terminated by either party as provided for herein, or either the Evaluation Term or Subscription Term is reached.

   e. "Software" shall mean the version of the proprietary PyXLL software and related intellectual property, including any third party software, whether propriety or open source, that is included with PyXLL and provided to You in binary form under this Agreement.

   f. "Support" shall mean the maintenance and support services provided pursuant to this Agreement as described in Section 3 below.

   g. "User" shall mean a single individual or single entity authorized per the terms, conditions and restrictions herein, to use the Software.

Other capitalized terms used in this Agreement are defined in the context in which they are used and shall have the meanings indicated by such use.

2. PyXLL Software License

Commencing on the Effective Date, and subject to the terms and conditions of this Agreement, PyXLL grants You a personal, non-transferable, non-sublicensable, limited, non-exclusive, revocable license to use the Software solely for the Permitted Use. The specific use rights granted to You are as follows:

a. "User License". Each User License grants You the right for You to install and use one copy of the Software in accordance with its documentation and solely for the Permitted Use. You may also make one copy of the Software for normal computer backup and archival purposes. All copies must contain all title, trademark, and copyright information and restricted rights notices as are provided in the Software.

b. "Restrictions". Except as expressly permitted herein, You may not: (a) modify, disassemble, de-compile, reverse engineer, create derivative works or otherwise attempt to determine the source code or protocols from the object code of the Software or knowingly permit or encourage any third party to do so, (b) use the Software in any manner to provide service bureau, time-sharing or other computer services to third parties, (c) use the Software, or allow the transfer, transmission, export, or re-export of the Software or portion thereof in violation of any export control laws or regulations administered by any government agency, (d) use the Software except as expressly set forth in Section 2A, (e) duplicate, resell, distribute or otherwise transfer the Software to third parties, or (f) remove or obscure any notices contained with the Software.

c. "Verification". You are responsible for implementing reasonable means to monitor compliance with this Agreement. PyXLL reserves the right to audit Your use of the Software at PyXLL's own expense. You acknowledge that any unauthorized use of the Software or use of the Software for any purpose other than the Permitted Use by you is damaging to PyXLL. You are responsible for any damages arising out of or in connection with any such unauthorized or non-Permitted Use by You, including but not limited to (i) payment of fees for the equivalent commercial use license for the period of unauthorized or non-Permitted Use plus a ten percent (10%) premium, (ii) reimbursement by You for the cost of the audit, and (iii) all other applicable rights remedies.

3. Support

No maintenance or support services are provided to You under this Agreement. To receive phone or email-based support You must upgrade to a paid, commercial use license.

4. Term and Termination

The Term of this Agreement shall extend from the Effective Date until it is terminated by either party as provided for herein. PyXLL may terminate this Agreement at any time upon written notice

to You. You may terminate this Agreement at any time by providing written notice to PyXLL and by ceasing to use the Software.

Sections 2(b), 5, 7 and 8 shall survive any termination or expiration of this Agreement.

5. Intellectual Property, Ownership and Marks

PyXLL and its licensors reserves all rights in the Software and all related intellectual property rights not expressly granted to You in this Agreement. No right or license, express or implied, is granted in this Agreement for the use of any PyXLL or third party software trade names, service marks or trademarks. PyXLL or its licensors shall also own and retain ownership of all right, title, and interest in and to any ideas, suggestions, or feedback relating to the Software and documentation ("Feedback"), all intellectual property rights embodied within the foregoing. You hereby irrevocably assign and agrees to assign all of its right, title, and interest in and to any Feedback to PyXLL.

6. Data Collection

You agree that anonymized usage statistics may be collected and sent to PyXLL for the purposes of license enforcement, usage tracking and product improvement. This does not include collection of any personal data or data stored on the PC running the Software.

7. DISCLAIMER AND LIMITATIONS OF LIABILITY

THE SOFTWARE IS PROVIDED ON AN "AS-IS" BASIS. PyXLL MAKES AND CUSTOMER RECEIVES NO WARRANTY, EXPRESSED OR IMPLIED, AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. PyXLL SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

You acknowledge that PyXLL has provided the Software to You at no charge and has entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth herein, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitations of liability and disclaimers set forth in this Agreement shall apply notwithstanding any failure of essential purpose of any limited remedy provided herein.

8. Indemnity

PyXLL will defend Customer against any action brought against Customer by a third party to the extent that it is based on a claim that the Software infringes a United Kingdom copyright, patent or other property right, and indemnify and hold Customer harmless against any and all costs, damages and expenses (including reasonable legal fees) ("Losses") finally awarded against Customer by a court of competent jurisdiction or agreed to in a written settlement agreement

signed by PyXLL arising directly out of such claim. The foregoing is subject to the following: (a) Customer must notify PyXLL promptly, in writing, of the claim, (b) PyXLL shall have sole control of the defense of any such claim and all related settlement negotiations, and (c) Customer shall provide PyXLL with reasonable assistance and information and authority to perform the above.

Notwithstanding this general indemnity, PyXLL shall have no liability for any claim of infringement based on (i) use of a superseded or altered release of the Software, (ii) the combination, operation or use of the Software with programs or data not furnished by PyXLL if such infringement would have been avoided by the use of the Software without such programs or data, (iii) any modification of the Software, (iv) any unauthorized use of the Software, or (v) any third party software.

In the event you distribute the Software in violation of this Agreement, You agree to indemnify, hold harmless and defend PyXLL and its suppliers for and against any claims or lawsuits, including attorney's fees that arise or result from the use or distribution of the Software in violation of this Agreement.

If, due to a claim contemplated above or the threat thereof, (i) the Software is held by a court of competent jurisdiction, or in PyXLL's reasonable judgment may be held to infringe by such a court, or (ii) Customer receives a valid court order enjoining Customer from using any of the Software, or in PyXLL's reasonable judgment Customer may receive such an order, PyXLL shall in its reasonable judgment, and at its expense, (a) procure for Customer the right to continue using such Software, or (b) replace or modify the Software to make it non-infringing. If neither of the above options are or would likely be available on a basis that PyXLL believes to be commercially reasonable, then PyXLL may terminate this Agreement. THIS SECTION STATES PYXLL'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY CLAIM OF INFRINGEMENT.

9. General

a. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom of England and Wales without giving effect to any body of law or precedent relating to conflicts of law, and all disputes arising under this Agreement shall be brought exclusively in a court located in London, England. You consent to the personal jurisdiction of such courts, and hereby waive any objection to the venue of such courts.

b. Assignment. You shall not assign any of its rights hereunder without the prior written consent of PyXLL. Any attempt to do so (even by operation of law) shall be void.

c. Severability. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

d. U.S. Government Restricted Rights. In the event Customer is an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure, or transfer of the Software, or any related documentation

of any kind, including technical data or manuals, is restricted in accordance with Federal Acquisition Regulation 12.212 (as amended or supplanted) for civilian agencies and Defense Federal Acquisition Regulation Supplement 227.7202 (as amended or supplanted) for military agencies. The Software is commercial computer software and the related documentation is commercial computer software documentation. The use of the Software and related documentation is further restricted in accordance with the terms of this Agreement, or any modification hereto. The Contractor / Manufacturer is PyXLL, Ltd., 8 Southgate Road, London, N1 3LY, England.

e. Entire Agreement. Each party acknowledges that it has read and understands this Agreement and agrees to be bound by its terms. This Agreement constitutes the complete agreement between the parties and supersedes all previous agreements or representations, written or oral, with respect to the Software specified herein. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party, or by a similar click-to-accept mechanism accepted by You.

f. Force Majeure. Dates or times by which PyXLL is required to make performance under this Agreement shall be postponed automatically to the extent that PyXLL is prevented from meeting them by causes beyond its reasonable control.

g. Compliance. You agree and hereby authorize PyXLL's access to Software license files used to validate usage of the Software for purposes of verifying Your compliance with this Agreement during the Term.

h. Waiver. The waiver or failure of PyXLL to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right hereunder.