



End User License Agreement

for

Agnisys' products, namely - IDesignSpec™, ISequenceSpec™, IVerifySpec™, IAssertSpec™, IBusSpec™, SLIP-G™, SoC Enterprise™, ARV™, ARV-Sim™, ARV-Formal™, ARV-C™, ASVV™, DVinsight™
(individually and collectively, the "SOFTWARE")

This End User License Agreement ("EULA") is a legal agreement between _____ (company name) located at _____ (company address) ("COMPANY" or "LICENSEE") and AGNISYS, Inc. with address: 75 Arlington Street, Suite 500, Boston, Massachusetts 02116, USA ("AGNISYS") regarding the use of the SOFTWARE (as defined below) licensed by COMPANY from Agnisys.

1. GRANT OF LICENSE

This EULA grants the COMPANY the following rights:

- (a) License. Agnisys grants Company a non-exclusive, non-transferable, non-sublicensable (except as expressly set forth in this Section) limited license during the Term to use, solely by and through its Authorized Users, the SOFTWARE, solely as set forth in Section 1(b).
- (b) Scope. COMPANY may
 - i. install and use one copy of the SOFTWARE on one computer at a time. If COMPANY has purchased a Multi-User version then COMPANY may only install the number of copies to which this license entitles it. "SOFTWARE" hereunder shall mean, without limitation, computer software, and all related code, files, information and supplemental materials (including those provided by Agnisys to COMPANY to assist COMPANY in its use of any individual or collective number of Software products named above), the associated media, any hardware supplied with the SOFTWARE, any, and any "online" or electronic documentation (the "Documentation").

- ii. store or install a copy of the computer software portion of the SOFTWARE on a computer to allow COMPANY's other computers to use the SOFTWARE over an internal network and distribute the SOFTWARE to COMPANY's other computers on an internal network ONLY if the COMPANY has purchased a floating or a TEAM license to allow it to do this.
- iii. make a single back-up copy of the SOFTWARE, to be used solely for archival purposes.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

(a) Limitations on Reverse Engineering, De-compilation and Disassembly. COMPANY may not reverse engineer, decompile or disassemble the SOFTWARE, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

(b) Separation of Components. This SOFTWARE is licensed as a single product. Its component parts may not be separated for use on more than one machine.

(c) Rental. COMPANY may not lease or rent the SOFTWARE.

(d) Termination. Without prejudice to any other rights, AGNISYS may terminate this EULA if COMPANY fails to comply with the terms and conditions of this EULA. In such event, COMPANY must destroy all copies of the SOFTWARE and all of its component parts.

3. UPGRADES

If the SOFTWARE is an upgrade from another product, whether from AGNISYS or another supplier, COMPANY may use or transfer the SOFTWARE only in conjunction with that upgraded product, unless COMPANY destroys the upgraded product. If the SOFTWARE is an upgrade of an AGNISYS product, COMPANY now may use that upgraded product only in accordance with this EULA.

4. INTELLECTUAL PROPERTY

COMPANY acknowledges and agrees that the SOFTWARE and Documentation are provided under license, and not sold, to COMPANY. COMPANY does not acquire any ownership interest in the SOFTWARE or Documentation under this Agreement, or any other rights thereto other than to use the same in accordance with the license granted, and subject to all terms, conditions and restrictions, under this Agreement. COMPANY shall safeguard all SOFTWARE (including all copies thereof) from infringement, misappropriation, theft, misuse or unauthorized access. All rights, title, interest and all patents, trademarks, copyrights, and any other intellectual property rights in and to the SOFTWARE (including but not limited to any images, photographs, animations, video, audio, music, text, data and "applets" incorporated into the SOFTWARE, are owned by AGNISYS or its suppliers. COMPANY may not copy the Documentation accompanying the SOFTWARE.

The SOFTWARE and accompanying Documentation contains valuable trade secrets belonging to AGNISYS. The Licensee agrees to not (i) make any unauthorized copies of the SOFTWARE or (ii) disclose, in any manner, to any third party, the SOFTWARE itself (in whole or in part) or any information or supplemental Documentation pertaining to the SOFTWARE and the copy protection techniques it employs. Prior to such disclosure to any third party, Licensee must require such third party to enter into an end user license

agreement acceptable to Agnisys. The Licensee agrees not to (and agrees not to allow anyone else to): (a) modify, translate or convert the SOFTWARE into any other form or format, (b) do anything that might bypass or circumvent measures employed to prevent or limit access to the SOFTWARE, or (c) remove, destroy, cover, obfuscate or alter in any manner any notices or legends pertaining to proprietary rights contained in the SOFTWARE or accompanying Documentation.

5. LIMITED WARRANTY

AGNISYS warrants that:

(a) the SOFTWARE will perform substantially in accordance with the accompanying Documentation for a period of thirty (30) days from the date of receipt.

(b) any AGNISYS hardware accompanying the SOFTWARE will be free from material defects in hardware materials and workmanship under normal use and service for a period of one (1) year from the date of receipt.

The warranties set forth in this Section will not apply and will become null and void if COMPANY breaches this Agreement, or if COMPANY, whether or not in violation of this Agreement: (i) installs or uses the SOFTWARE on or in connection with any hardware or software not specified in the Documentation;(ii) modifies or damages the SOFTWARE, or the media on which it is provided, including abnormal physical or electrical stress; or (iii) misuses the SOFTWARE, including any use of the SOFTWARE other than as specified in the Documentation.

6. CUSTOMER REMEDIES

Agnisys and its suppliers' entire liability and COMPANY's exclusive remedy shall be, at Agnisys' option, either (a) return of the price paid, or (b) repair or replacement of the SOFTWARE or hardware that does not meet the above Limited Warranty and which is returned to AGNISYS with a copy of the invoice.

Any replacement of SOFTWARE or hardware will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

7. DISCLAIMERS

(a) EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 5 ABOVE, THE SOFTWARE IS PROVIDED "AS IS" AND AGNISYS AND ITS LICENSORS MAKE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. AGNISYS AND ITS LICENSORS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

(b) AGNISYS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT THE DEFECTS IN THE SOFTWARE WILL BE CORRECTED. FURTHERMORE, AGNISYS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING USE OR THE RESULTS OF THE USE OF THE SOFTWARE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

(c) THE SOFTWARE IS NOT DESIGNED OR INTENDED FOR USE IN CREATING FAIL-SAFE DESIGNS OR FOR CREATING DESIGNS TO BE USED IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF LIFE-SUPPORT OR SAFETY DEVICES OR SYSTEMS, NUCLEAR FACILITIES, WEAPONS SYSTEMS, THE DEPLOYMENT OF AIRBAGS, APPLICATIONS THAT AFFECT CONTROL OR NAVIGATION OF A VEHICLE OR AIRCRAFT OR IN ANY OTHER APPLICATION IN WHICH ITS FAILURE COULD LEAD TO DEATH, PERSONAL INJURY OR SEVERE PROPERTY OR ENVIRONMENTAL DAMAGE (INDIVIDUALLY AND COLLECTIVELY "CRITICAL APPLICATIONS"). LICENSEE ASSUMES THE RISK OF ANY USE OF THE SOFTWARE IN CONNECTION WITH SUCH CRITICAL APPLICATIONS, SUBJECT ONLY TO APPLICABLE LAWS AND REGULATIONS GOVERNING LIMITATIONS ON PRODUCT LIABILITY.

8. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (1) IN NO EVENT WILL AGNISYS OR ITS LICENSORS BE LIABLE FOR ANY LOSS OF DATA, LOST PROFITS, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING FROM THIS AGREEMENT OR THE USE OR OPERATION OF THE SOFTWARE, IN WHOLE OR IN PART, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY; (2) IN NO EVENT WILL AGNISYS OR ITS LICENSORS BE LIABLE FOR DIRECT DAMAGES ARISING FROM THIS AGREEMENT OR THE USE OR OPERATION OF THE SOFTWARE, IN WHOLE OR IN PART, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, IN EXCESS OF THE LICENSE FEE RECEIVED BY AGNISYS PURSUANT TO THIS AGREEMENT; (3) THESE LIMITATIONS WILL APPLY EVEN IF AGNISYS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (4) THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDIES HEREIN.

9. EXPORT REGULATION

The SOFTWARE and Documentation may be subject to US export control laws, including the US Export Administration Act and its associated regulations. COMPANY shall not, directly or indirectly, export, re-export or release the SOFTWARE or Documentation to, or make the SOFTWARE or Documentation accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. COMPANY shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the SOFTWARE or Documentation available outside the US.

10. GENERAL

(a) Governing Law. This Agreement shall be governed by the laws of the State of Massachusetts, without reference to conflict of laws principles.

(b) Assignment. Licensee may not assign this Agreement, in whole or in part, by operation of law or otherwise, without Agnisisys' prior written consent. Any merger, acquisition, reorganization, change of control, or the like, involving Licensee shall be deemed an assignment in violation of the foregoing. Subject to the foregoing, this Agreement will be for the benefit of Agnisisys' successors and assigns and will be binding on Licensee's permitted assignees.

(c) Allocation of Risk. Licensee acknowledges and agrees that each provision of this Agreement that provides for a disclaimer of warranties or an exclusion or limitation of damages represents an express allocation of risk, and is part of the consideration of this Agreement.

(d) Waiver; Amendment. No waiver, express or implied, by either party of any right or remedy for any breach by the other party of any provision of this Agreement will be deemed or construed to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself or of any other breach or provision. No waiver of or amendment to this Agreement will be effective unless reduced to writing and executed by authorized representatives of the parties.

(e) Severability. If, for any reason, a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, then such provision shall be enforced to the maximum extent permissible to carry out the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

(f) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the use of the SOFTWARE, and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding the subject matter hereof. No additional terms or modifications proposed by Licensee shall be binding on Agnisys unless expressly agreed to in writing and signed by Agnisys. Any terms or conditions of any Licensee purchase order which are in addition to or inconsistent with the terms of this Agreement are void and of no force or effect whatsoever.

COMPANY: _____

Authorized Signatory: _____

Title: _____

Date: _____

Agnisys, Inc.

Authorized Signatory: _____

Title: _____

Date: _____