

Software Evaluation Licence Agreement

Standard Terms and Conditions

PARTIES

By way of the installation, copying, downloading, accessing or otherwise use of the Software, as defined below, access to which has been provided to you by **Matlogica Limited**, a company incorporated in England and Wales (registration number 12390744) having its registered office at *7, Bell Yard, London, UK WC2A 2JR* (the "**Licensor**"), you (the "**Licensee**" or "**you**") agree to the Software Evaluation Licence Agreement, setting out the Standard Terms and Conditions.

If you do not agree to be bound by the Standard Terms and Conditions of this Software Evaluation Licence Agreement, you then have no rights to install, copy, download, access nor use the Software.

AGREEMENT

1. Definitions

1.1 In this Agreement, except to the extent expressly provided otherwise:

"**Agreement**" means this agreement including any amendments to this Agreement from time to time;

"**Business Day**" means any weekday other than a bank or public holiday in England;

"**Business Hours**" means the hours of 09:00 to 17:00 GMT/BST on a Business Day;

"**Documentation**" means the documentation for the Software produced by the Licensor and delivered or made available by the Licensor to the Licensee;

"**Effective Date**" means the date of execution of this Agreement;

"**Examples**" means the examples of use of the Software, which form an integral part of the Software or any other software of source code created and produced to you by the Licensor;

"**Intellectual Property Rights**" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"**Licensor Confidential Information**" means:

- (a) any information disclosed by or on behalf of the Licensor to the Licensee during the Term (whether disclosed in writing, orally or otherwise) that at the time of disclosure was marked or described as "confidential" or should have been understood by the Licensee (acting reasonably) to be confidential; and
- (b) the terms of this Agreement;

"Software" means the AADC C++ Library, Examples and Documentation;

"Software Defect" means a defect, error or bug in the Software having an adverse effect on the appearance, operation, functionality or performance of the Software, but excluding any defect, error or bug caused by or arising as a result of:

- (a) any act or omission of the Licensee or any person authorised by the Licensee to use the Software;
- (b) any use of the Software contrary to the Documentation by the Licensee or any person authorised by the Licensee to use the Software;
- (c) a failure of the Licensee to perform or observe any of its obligations in this Agreement; and/or
- (d) an incompatibility between the Software and any other system, network, application, program, hardware or software;

"Term" means the term of this Agreement, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2.

2. Term

- 2.1 This Agreement shall come into force upon the Effective Date.
- 2.2 This Agreement shall terminate automatically upon expiry of three months after the Effective Date (the **"Term"**), subject to any extensions to the Term agreed by the parties in writing and to termination in accordance with Clause 11 or any other provision of this Agreement.

3. Supply of Software

- 3.1 The Licensee acknowledges that the Licensors supplied a copy of the Software to the Licensee before the Effective Date.

4. Evaluation licence

- 4.1 The Licensors hereby grants to the Licensee from the date of supply of the Software to the Licensee until the end of the Term a worldwide, non-exclusive licence to:
 - (a) install of the Software;
 - (b) use of the Software; and
 - (c) create, store and maintain back-up copies of the Software.
- 4.2 The Licensee may not sub-license and must not purport to sub-license any rights granted under Clause 4.1 without the prior written consent of the Licensors.
- 4.3 The Licensee must not make any live use of the Software or use the Software in respect of any live transaction.
- 4.5 The Software may only be used by the officers and employees of the Licensee.
- 4.6 Save to the extent expressly permitted by this Agreement or required by applicable law on a non-excludable basis, any licence granted under this Clause 4 shall be subject to the following prohibitions:

- (a) the Licensee must not sell, resell, rent, lease, loan, supply, publish, distribute or redistribute the Software;
 - (b) the Licensee must not alter, edit or adapt the Software; and
 - (c) the Licensee must not decompile, de-obfuscate or reverse engineer, or attempt to decompile, de-obfuscate or reverse engineer the Software.
- 4.7 The Licensee shall be responsible for the security of copies of the Software supplied to the Licensee under this Agreement (or created from such copies) and shall use all reasonable endeavours (including all reasonable security measures) to ensure that access to such copies is restricted to persons authorised to use them under this Agreement.

5. No assignment of Intellectual Property Rights

- 5.1 Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from the Licensor to the Licensee, or from the Licensee to the Licensor.

6. Consideration

- 6.1 The Licensor has entered into this Agreement, and agrees to the provisions of this Agreement, in consideration for feedback and evaluation of the Software by the Licensee.

7. Licensee's confidentiality obligations

- 7.1 The Licensee must:
 - (a) keep the Licensor Confidential Information strictly confidential;
 - (b) not disclose the Licensor Confidential Information to any person without the Licensor's prior written consent;
 - (c) use the same degree of care to protect the confidentiality of the Licensor Confidential Information as the Licensee uses to protect the Licensee's own confidential information of a similar nature, being at least a reasonable degree of care;
 - (d) act in good faith at all times in relation to the Licensor Confidential Information; and
 - (e) not use any of the Licensor Confidential Information for any purpose other than evaluating the Software.
- 7.2 Notwithstanding Clause 7.1, the Licensee may disclose the Licensor Confidential Information to the Licensee's employees who have a need to access the Licensor Confidential Information for the performance of their work with respect to this Agreement and who are bound by a written agreement or professional obligation to protect the confidentiality of the Licensor Confidential Information.
- 7.3 This Clause 7 imposes no obligations upon the Licensee with respect to Licensor Confidential Information that:
 - (a) is known to the Licensee before disclosure under this Agreement and is not subject to any other obligation of confidentiality;

- (b) is or becomes publicly known through no act or default of the Licensee;
or
 - (c) is obtained by the Licensee from a third party in circumstances where the Licensee has no reason to believe that there has been a breach of an obligation of confidentiality.
- 7.4 The restrictions in this Clause 7 do not apply to the extent that any Licensors Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of the Licensee on any recognised stock exchange.
- 7.5 Upon the termination of this Agreement, the Licensee must immediately cease to use the Licensors Confidential Information.
- 7.6 Within 5 Business Days following the date of expiry of the Term or termination of this Agreement, the Licensee must destroy or return to the Licensor (at the Licensor's option) all media containing Licensors Confidential Information, and must irrevocably delete the Licensors Confidential Information from its computer systems.
- 7.7 The provisions of this Clause 7 shall continue in force for a period of 5 years following the expiry of the Term and/or termination of this Agreement, at the end of which period they will cease to have effect.

8. Warranties

- 8.1 The Licensor warrants to the Licensee that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.
- 8.2 The Licensor warrants to the Licensee that:
 - (a) the Software will be supplied free from viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software programs;
and
 - (b) the Software shall incorporate security features reflecting the requirements of good industry practice.
- 8.3 The Licensor warrants to the Licensee that the Software will not breach any laws, statutes or regulations applicable under English law.
- 8.6 The Licensee warrants to the Licensor that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.
- 8.7 All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.

9. Acknowledgements and warranty limitations

- 9.1 The Licensee acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of this Agreement, the Licensor gives no warranty or representation that the Software will be wholly free from defects, errors and bugs.

- 9.2 The Licensee acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this Agreement, the Licensor gives no warranty or representation that the Software will be entirely secure.
- 9.3 The Licensee acknowledges that the Software is only designed to be compatible with that software specified as compatible in the Software Specification; and the Licensor does not warrant or represent that the Software will be compatible with any other software.
- 9.4 THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT OWNER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

10. Limitations and exclusions of liability

- 10.1 Nothing in this Agreement will:
- (a) limit or exclude any liability for death or personal injury resulting from negligence;
 - (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
 - (c) limit any liabilities in any way that is not permitted under applicable law; or
 - (d) exclude any liabilities that may not be excluded under applicable law.
- 10.2 The limitations and exclusions of liability set out in this Clause 10 and elsewhere in this Agreement:
- (a) are subject to Clause 10.1; and
 - (b) govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this Agreement.
- 10.3 Neither party shall be liable to the other party in respect of any loss of profits or anticipated savings.
- 10.4 Neither party shall be liable to the other party in respect of any loss of revenue or income.
- 10.5 Neither party shall be liable to the other party in respect of any loss of use or production.
- 10.6 Neither party shall be liable to the other party in respect of any loss of business, contracts or opportunities.

10.7 Neither party shall be liable to the other party in respect of any loss or corruption of any data, database or software.

10.8 Neither party shall be liable to the other party in respect of any special, indirect or consequential loss or damage.

11. Termination

11.1 Either party may terminate this Agreement by giving to the other party at least 30 days' written notice of termination.

11.2 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if the other party commits a material breach of this Agreement.

11.3 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:

- (a) the other party:
 - (i) is dissolved;
 - (ii) ceases to conduct all (or substantially all) of its business;
 - (iii) is or becomes unable to pay its debts as they fall due;
 - (iv) is or becomes insolvent or is declared insolvent; or
 - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
- (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up;

12. Effects of Termination

12.1 Upon the expiry of the term and/or termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, save that the following provisions of this Agreement shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely):
Clauses 1, 7, 10, 12, 14 and 15.

12.3 For the avoidance of doubt, the licences of the Software and any right granted to the Licensee in this Agreement shall terminate upon expiry of the Term and/or the termination of this Agreement; and, accordingly, the Licensee must immediately cease to use the Software upon expiry of the Term and/or the termination of this Agreement.

12.4 Within 10 Business Days following expiry of the Term and/or the termination of this Agreement, the Licensee shall:

- (a) return to the Licensor or dispose of as the Licensor may instruct all media in its possession or control containing the Software; and
- (b) irrevocably delete from all computer systems in its possession or control all copies of the Software.

EXECUTION

BY WAY OF THE INSTALLATION, COPYING, DOWNLOADING, ACCESSING OR OTHERWISE USE OF THIS PRODUCT, YOU ARE AGREEING TO BE LEGALLY BOUND BY THE HEREIN CONTAINED TERMS OF THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS LICENCE AGREEMENT, YOU THEN HAVE NO RIGHTS TO THE PRODUCT AND SHOULD THEREFORE NOT INSTALL, COPY, DOWNLOAD, ACCESS NOR USE THE PRODUCT.