

## **GRMON License Agreement**

USE OF SOFTWARE INDICATES YOUR ACCEPTANCE OF THE TERMS OF THIS AGREEMENT, IF YOU DO NOT AGREE TO ALL THESE TERMS DO NOT INSTALL OR USE THE SOFTWARE, AND RETURN THE SOFTWARE TO THE LOCATION OF PURCHASE FOR A REFUND. This is a legal agreement governing use of the software program provided to you ("Licensee") by Gaisler Research. The term "SOFTWARE" also includes related documentation (whether in print or electronic form) and any updates or upgrades of the SOFTWARE provided by Gaisler Research, but does not include certain software licensed by third party licensors and made available to you by Gaisler Research under the terms of such third party licensor's license (including software licensed under the General Public License (GPL)). If Licensee has been granted an Evaluation License, then some of the following terms and conditions may not apply, refer to the sections entitled Evaluation License

**Evaluation License.** If Licensee has obtained the SOFTWARE pursuant to an evaluation license, then, in addition to all other terms and conditions, the following restrictions apply: (a) The license to the SOFTWARE terminates after 21 days (unless otherwise agreed to in writing by Gaisler Research); and (b) Licensee may use the SOFTWARE only for the sole purpose of internal testing and evaluation to determine whether Licensee wishes to license the SOFTWARE on a commercial basis. Licensee shall not use the SOFTWARE for any commercial purpose. If Licensee breaches any of the foregoing restrictions, then Licensee shall pay to Gaisler Research a license fee equal to Gaisler Research's standard license fee for the commercial version of the SOFTWARE.

**License.** Gaisler Research grants to Licensee a non-exclusive right to install the SOFTWARE and to use or authorize use of the SOFTWARE by up to the number of nodes for which Licensee has a license and for which Licensee has the security key(s) or authorization code(s) provided by Gaisler Research or its agents. If Licensee has obtained the SOFTWARE under a node-locked license, then a "node" refers to a specific machine, and the SOFTWARE may be installed only on the number of "nodes" or machines authorized, must be used only on the machine(s) on which it is installed, and may be accessed only by users who are physically present at that node or machine. A node-locked license may only be used by one user at a time running one instance of the software at a time. If Licensee has obtained the SOFTWARE under a "floating" license, then a "node" refers to a concurrent user or session, and the SOFTWARE may be used concurrently by up to the number of users or sessions indicated. All SOFTWARE must be used within the country for which the systems were licensed and at Licensee's Site (contained within a one kilometre radius); however, if Licensee has a floating license then remote use is permitted by employees who work at the site but are temporarily telecommuting to that same site from less than 100 kilometres away (for example, an employee who works at a home office on occasion), but the maximum number of concurrent sessions or nodes still applies. In addition, Gaisler Research grants to Licensee a non-exclusive license to copy and distribute internally the documentation portion of the SOFTWARE in support of its license to use the program portion of the SOFTWARE. For purposes of this Agreement the "Licensee's Site" means the location of the server on which the SOFTWARE resides, or when a server is not required, the location of the client computer for which the license was issued.

**Copy Restrictions.** This SOFTWARE is protected by international treaty provisions and Licensee may copy the SOFTWARE only as follows: (i) to directly support authorized use under the license, and (ii) in order to make a copy of the SOFTWARE for backup purposes. Copies must include all copyright and trademark notices.

**Use Restrictions.** This SOFTWARE is licensed to Licensee for internal use only. Licensee shall not (and shall not allow any third party to): (i) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of the SOFTWARE by any means whatever, or disclose any of the foregoing; (ii) provide, lease, lend, or use the SOFTWARE for timesharing or service bureau purposes, on an application service provider basis, or otherwise circumvent the internal use

restrictions; (iii) modify, incorporate into or with other software, or create a derivative work of any part of the SOFTWARE; (iv) disclose the results of any benchmarking of the SOFTWARE, or use such results for its own competing software development activities, without the prior written permission of Gaisler Research; or (v) attempt to circumvent any user limits, or other license, timing or use restrictions that are built into the SOFTWARE.

**Ownership of the SOFTWARE.** Gaisler Research retains all right, title, and interest in the SOFTWARE (including all copies), and all worldwide intellectual property rights therein. Gaisler Research reserves all rights not expressly granted to Licensee. This License is not a sale of the original SOFTWARE or of any copy.

**Termination.** Gaisler Research may terminate this Agreement immediately if Licensee breaches any provision, including without limitation, failure by Licensee to implement the Security measures set forth above. Upon notice of termination by Gaisler Research, all rights granted to Licensee under this Agreement will immediately terminate, and Licensee shall cease using the SOFTWARE and return or destroy all copies (and partial copies) of the SOFTWARE and documentation.

**Limited Warranty and Disclaimer.** Gaisler Research warrants that the program portion of the SOFTWARE will perform substantially in accordance with the accompanying documentation for a period of 90 days from the date of receipt. Gaisler Research's entire liability and Licensee's exclusive remedy for a breach of the preceding limited warranty shall be, at Gaisler Research's option, either (a) return of the license fee, or (b) providing a fix, patch, work-around, or replacement of the SOFTWARE that does not meet such limited warranty. In either case, Licensee must return the SOFTWARE to Gaisler Research with a copy of the purchase receipt or similar document. Replacements are warranted for the remainder of the original warranty period or 30 days, whichever is longer. EXCEPT AS EXPRESSLY SET FORTH ABOVE, NO OTHER WARRANTIES OR CONDITIONS, EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, ARE MADE BY GAISLER RESEARCH WITH RESPECT TO THE SOFTWARE AND THE ACCOMPANYING DOCUMENTATION, AND GAISLER RESEARCH EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT EXPRESSLY STATED HEREIN, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GAISLER RESEARCH DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS, BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL DEFECTS IN THE PROGRAM WILL BE CORRECTED. Licensee assumes the entire risk as to the results and performance of the SOFTWARE.

**Limitation of Liability.** IN NO EVENT SHALL GAISLER RESEARCH OR THEIR AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTIONS, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF GAISLER RESEARCH HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, IN NO EVENT SHALL GAISLER RESEARCH BE LIABLE FOR ANY DIRECT DAMAGES ARISING OUT OF LICENSEE'S USE OF THE SOFTWARE. In no event will Gaisler Research or its licensors be liable to Licensee for damages in an amount greater than the fees paid for the use of the SOFTWARE.

**Intellectual Property Right Infringement.** If a claim alleging infringement of an intellectual property right arises concerning the SOFTWARE (including but not limited to patent, trade secret, copyright or trademark rights), Gaisler Research in its sole discretion may elect to defend or settle such claim, and/or terminate this Agreement and all rights to use the SOFTWARE, and require the return or destruction of the SOFTWARE, with a refund of the fees paid for use of the SOFTWARE less a reasonable allowance for use and shipping.

**Miscellaneous.** This Agreement is the entire agreement between Licensee and Gaisler

Research with respect to the license to the SOFTWARE, and supersedes any previous oral or written communications or documents (including, if you are obtaining an update, any agreement that may have been included with the initial version of the Software). This Agreement is governed by the laws of Sweden. If any provision, or portion thereof, of this Agreement is found to be invalid or unenforceable, it will be enforced to the extent permissible and the remainder of this Agreement will remain in full force and effect. Failure to prosecute a party's rights with respect to a default hereunder will not constitute a waiver of the right to enforce rights with respect to the same or any other breach.