



Elan Digital Systems Ltd.

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Memory Card Explorer (MCE) Customisation Kit
Licence Agreement

1. Purpose

To define the terms and conditions that will apply to an Elan Customer (“the customer”) who wishes to use the MCE Customisation Kit to make the MCE product look like their own product. The recipient/user of this product will be referred to as the “end-user”.

This agreement is intended to set out a business arrangement between Elan and the customer which safeguards Elan’s development investment in the MCE Product and ensures that the customer receives (from Elan) high quality software and technical support. Making unauthorised copies of derived MCE components is illegal and may result in legal action being taken against the customer by Elan.

Elan refers to Elan Digital Systems Ltd, with registered offices at Elan House, Little Park Farm Road, Segensworth West, Fareham, Hants.

Product in this context can mean either a saleable software package or a software package that is for use within the customer’s own company or group of companies, which has used the MCE Customisation Kit to produce it.

2. Terms & Conditions

Elan holds the copyright to all software supplied to the customer as part of this agreement. Assignment of rights are neither granted nor implied by the sale of MCE Customisation Kit licences (referred to hereafter as the KIT). Elan will rigorously protect all infringements of this agreement and the licensing conditions.

1. The KIT is supplied by Elan on a one off basis to the customer which the customer will then use to develop their own product for supply to the end-user. Each of these products requires a DLL licence from Elan to authorise the use of the MCE DLL engine. The DLL contained in the KIT must not be redistributed to end-users. Further, no part of the KIT may be duplicated or redistributed to any party.
2. When the customer creates X products, Elan will supply a single 1.44Mb master diskette (containing the MCE DLL Engine) and X diskette labels clearly showing the serial numbers allocated to each of the licensed DLL copies. The customer may use the DLL supplied on the master diskette to create X of their own products by duplicating the DLL supplied X times. Duplicating the DLL more than X times is an infringement of this agreement.
3. The customer agrees to keep records of their products that use the DLL. These records must cross-refer each end-user to a unique licence number from the set allocated by Elan as described in 2 above. The customer agrees to make these records available at any time to Elan or to an independent auditor so that the recording process may be monitored for accuracy.
4. The customer agrees to take reasonable steps to ensure that the end-user does not illegally duplicate the product. An example of such a safeguard is (but is not limited to) a licence warning during installation of the product.
5. The customer must prevent unauthorised duplication of the product developed using the KIT such as would occur where the product is made publicly downloadable e.g. on The Internet. Unrestricted public download access of the Product constitutes an infringement of this agreement.
6. Restricted download access to the Product via a public network e.g. The Internet, is permitted on the condition that download access requires a non-public domain password or key, and that the customer uses methods to accurately count the number of times the product has been downloaded so that he may correctly decrease the number of licences that he has left at his disposal.
7. Neither the Product nor the DLL may not be used in any instance that is classed as “shareware” or “freeware”.
8. Components from the KIT and the DLL that are not supplied in source code form may not be altered or reverse engineered in any way.

9. The warranty period of the KIT and the DLL is 90 days from the date of delivery of the master diskettes for such.
10. Upgrades are normally offered on (approximately) a 6 monthly basis. Such upgrades may include new card additions or improvements to internal function etc. Upgrades will be charged at 50% of the current list price, with any agreed relevant quantity discounts, for the quantity of DLL's that are to be upgraded. Such upgrades are optional for the customer, he is under no obligation to purchase any upgrade.
11. Where a customer upgrades his own product and he re-supplies an existing end-user with a new version of that product at the same issue as was previously supplied to that end-user, no additional licence fee is payable to Elan.
12. The customer agrees to indemnify Elan against claims for direct or indirect losses suffered by the customer or the end user that are attributed to the use of the KIT or the DLL.
13. The KIT and the DLL are presently only configured to work with Windows95 and with 32-bit applications. Elan will not offer support for any other operating systems or platforms.
14. Technical support for the KIT and the DLL will only be offered to the customer, not to the end-user.
15. Before requesting technical support for the KIT or the DLL where a bug is suspected, the customer must take reasonable steps to first verify that the malfunction is not related to the users own customisations.
16. The KIT and the DLL require two other support files from Elan for correct operation (also supplied on the master diskettes). The conditions set out here controlling the use and duplication of the DLL apply equally to these files: PCCARDGO.VXD, PCCGO32.DLL.
17. Products developed using the KIT do not need to retain any outward reference to Elan Digital Systems. However, components of the KIT supplied in object form may not be altered to remove references to Elan Digital Systems.
18. Any part of the supplied KIT or the DLL not required by the end user for the operation of the product should not be distributed to the end user.

Sign this agreement only if you agree to be bound by the terms and conditions detailed in sections 1 and 2 above:

“The Customer”

Company Name: _____

Company Address: _____

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Sign: _____ Print: _____

_Date: _____ Position: _____

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