# Elan Digital Systems Ltd.

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# Memory Card Explorer DLL Licence Agreement

## 1. Purpose

To define the terms and conditions that will apply to an <u>Elan</u> Customer ("the customer") who wishes to <u>use</u> the Memory Card Explorer Dynamic Link Library ("the DLL", file name "MCELIB.DLL") as a component of their own <u>product</u>.  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 DLL and ensures that the customer receives (from Elan) high quality software and technical support.  Making unauthorised copies of the DLL is illegal and may result in legal action being taken against the customer by Elan.

<u>Elan</u> refers to Elan Digital Systems Ltd, with registered offices at Elan House, Little Park Farm Road, Segensworth West, Fareham, Hants.
<u>Use</u> in this context means to include the DLL as part of the installable set of files that are supplied to the end-user.
<u>Product</u> 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 uses the DLL.

## 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 DLL licences. Elan will rigorously protect all infringements of this agreement and the licencing conditions.

1. The DLL is supplied by Elan on a "per end-user" basis; if the customer will supply product to X end-users then Elan must be paid for X DLL licences in one instalment.
2. When an order for X licences is placed by the customer, Elan will supply a single 1.44Mb master diskette (containing the DLL) and X diskette labels clearly showing the serial numbers allocated to each of the licenced 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 the DLLs used in their products. 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 (and hence the DLL). 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 DLL such as would occur where the product is made publicly downloadable e.g. on The Internet. Unrestricted public download access to the DLL constitutes an infringement of this agreement.
6. Restricted download access to the DLL 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. The DLL may not be used in any product that is classed as "shareware" or "freeware".
8. The DLL may not be altered or reverse engineered in any way. It must be supplied to the end-user in precisely the same form as Elan supply it to the customer on the master diskette.
9. The warranty period for the DLL is 90 days from date of delivery of the master diskette.
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 DLLs 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 that includes the DLL 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 DLL.

13. The DLL is 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 DLL will only be offered to the customer, not to the end-user.

15. Before requesting technical support for the DLL where a bug is suspected, the customer must take reasonable steps to first verify that the malfunction is related to the DLL's operation.

16. The DLL requires other support files from Elan for correct operation (also supplied on the master diskette).  The conditions set out here controlling the use and duplication of the DLL apply equally to these files.

17. DLLs purchased under this agreement may not be used with the "front end" program file called MCE.EXE that is supplied as part of Memory Card Explorer; the DLLs may only be used with customer originated software.


**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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