

INXWARE SOFTWARE LICENCE AGREEMENT – EVALUATION SOFTWARE

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1. Definitions

- 1.1. **Computer System** means the computer hardware device consisting of a single workstation with optional evaluation board located at a single site which is compatible with the applicable Software, on which the applicable Software is originally installed, or to the extent permitted under Section 3, a replacement Computer System.
- 1.2. **Documentation** means the manuals provided by inx for the software when delivered to You.
- 1.3. **License** means the right to operate the Software according to the terms and conditions herein.
- 1.4. **Software** means collectively, the machine-readable form of the Inxware™ computer programs Licensed to You under this Agreement including the Documentation

2. Licence

In consideration of Your agreement to the terms of this Agreement, we grant You, a non-exclusive right to use the Software in accordance with clause 3 below. This licence is personal to You as the user of the Software and is for evaluation purposes only. You may use the software without charge for 5 years from the day that You download the software. After this period. You must either purchase the Software from inx, download a new version from www.inx-systems.com or uninstall the software.

3. Permitted use

As evaluation user of the authorised copy of the Software, You may, subject to the following conditions:

- 3.1. use the Software and Manuals in connection with a single Computer System;
- 3.2. load the Software into and use it on a single Computer System (of the type identified on the package) which is under Your control;
- 3.3. transfer the Software from one Computer System to another provided that the Software is installed and used on only one Computer System at a time;
- 3.4. copy the Software for back-up and archival purposes and make up to two copies of the documentation (if any) accompanying the Software, provided that the original and each copy is kept in Your possession and labelled and that Your installation and use of the software does not exceed that allowed by this Agreement;
- 3.5. Deploy the run-time component (EHS) on a single embedded target for evaluation purposes only.

4. Restrictions on use

You may not nor permit others to:

- 4.1. load the Software into three or more Computer Systems at the same time. If You wish to transfer the Software from one Computer System to another, You must erase the

Software from the first hard drive before You install it onto a second hard drive;

4.2. sub-license, assign, rent, lease or transfer the licence or the Software or make or distribute copies of the Software except as permitted by this Agreement;

4.3. translate, reverse engineer, decompile, disassemble, modify or create derivative works based on the Software except as permitted by law;

4.4. make copies of the Software, in whole or part, except for back-up or archival purposes as permitted in this licence;

4.5. use any back-up copy of the Software for any purpose other than to replace the original copy in the event that it is destroyed or becomes defective;

4.6. copy the written materials (except as provided by this Agreement) accompanying the Software;

4.7. adapt, modify, delete or translate the written material accompanying the Software in any way for any purpose whatsoever;

4.8. vary, delete or obscure any notices of proprietary rights or any product identification or restrictions on or in the Software.

4.9. distribute, or copy any files created using the Software onto any Computer System other than the Computer System where You have installed this software for evaluation purposes.

5. Undertakings

You undertake to:

5.1. ensure that, prior to use of the Software by Your employees or agents, all such parties are notified of this licence and the terms of this Agreement;

5.2. reproduce and include our copyright notice (or such other party's copyright notice as specified on the Software) on all and any copies of the Software, including any partial copies of the Software;

5.3. hold all drawings, specifications, data (including object and source codes), software listings and all other information relating to the Software, confidential and not at any time, during this licence or after its expiry, disclose the same, whether directly or indirectly, to any third party without our consent.

6. Title

6.1. As licensee You own only the CD-ROM or medium on which the Software is recorded or fixed. We shall at all times retain ownership of the Software. You shall have the right to use the Software for evaluation purposes, free of charge.

6.2. At the end of the Evaluation Period, or upon earlier termination of this Agreement, You may licence the Software from inx at such prices and upon such terms and conditions as are then offered to You by inx. If You chose to licence the Software, You will be subject to inx's standard Inxware™ Software Licence Agreement supplied with the Software.

7. Warranty

Subject to clause 7.2, we warrant that for a period of 30 days from the date of Your receipt of the Software ('the Warranty Period'):

7.1. The medium on which the Software is recorded will be free from defects in materials and workmanship under normal use. If the CD-ROM fails to conform to this warranty, You may, as Your sole and exclusive remedy, obtain a replacement free of charge during the warranty period with a dated proof of purchase.

7.2. We shall not be liable under the warranties given in clause 7.1 above if the CD-ROM or the Software fails to operate in accordance with the said warranty as a result of any modification, variation, or addition to the Software not performed by us or caused by any abuse, corruption or incorrect use of the diskette or Software, including use of the Software with equipment or other software which is incompatible.

8. Disclaimer

We do not warrant that this Software will meet Your requirements or that its operation will be uninterrupted or error free. We exclude and expressly disclaim all express and implied warranties or conditions not stated in this Agreement (including without limitation, loss of profits, loss or corruption of data, business interruption or loss of contracts), so far as such exclusion or disclaimer is permitted under the applicable law. This Agreement does not affect Your statutory rights.

9. Liability

9.1. Our liability to You for any losses shall not exceed the amount You originally paid for the Software.

9.2. In no event will we be liable to You for any indirect or consequential damages, or loss of profit, even if we have been advised of the possibility of such damages. In particular, we accept no liability for any programs or data made or stored with the Software nor for the costs of recovering or replacing such programs or data.

9.3. Nothing in this Agreement limits liability for fraudulent misrepresentation or our liability to You in the event of death or personal injury resulting from our negligence.

9.4. You acknowledge and agree that the limitations contained in this clause are reasonable in the light of all the circumstances.

10. Termination

10.1. The Agreement and the licence granted to use the Software automatically terminates if You:

10.1.1. fail to comply with any provisions of this Agreement;

10.1.2. destroy the copies of the Software in Your possession;

10.1.3. voluntarily return the Software to us.

10.1.4. Have an evaluation copy of the software installed on Your Computer System for longer than thirty (30) days.

10.2. In the event of termination in accordance with clause 9.1 You must destroy or delete all copies of the Software from all storage media in Your control.

11. Severability

In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications of the same are received by either You or us from any relevant competent authority, we shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or, at our discretion, such provision may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

12. Entire agreement

You have read and understand this Agreement and agree that it constitutes the complete and exclusive statement of the Agreement between us with respect to the subject matter of this Agreement.

13. Assignment

This Agreement is personal to You and You may not assign, transfer, sub-contract or otherwise part with this Agreement or any right or obligation under it without our prior written consent.

14. Waiver

Failure or neglect by either party to exercise any of its rights or remedies under this Agreement will not be construed as a waiver of that party's rights nor in any way affect the validity of the whole or part of this licence nor prejudice that party's right to take subsequent action.

15. Law and disputes

This Agreement and all matters arising from it are governed by and construed in accordance with the laws of England and Wales whose courts shall have exclusive jurisdiction over all disputes arising in connection with this Agreement and the place of performance of this Agreement is agreed by You to be England.

If You have any questions about this Agreement, please contact

support@inx-systems.com

inx is a limited company registered in England (Reg No. 6679723)