EULA

END USER LICENSE AGREEMENT - RADIO FREQUENCY SYSTEMS

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IMPORTANT: THIS END USER LICENSE AGREEMENT ("EULA") IS A LEGAL AGREEMENT BETWEEN YOU AS A "**LICENSEE**" (EITHER AN INDIVIDUAL OR A LEGAL ENTITY) AND RADIO FREQUENCY SYSTEMS ("**RFS**" or "**LICENSOR**"). BY INSTALLING OR USING THE SOFTWARE PRODUCT ("The **PRODUCT**"), THE INDIVIDUAL OR ENTITY LICENSING THE PRODUCT IS CONSENTING TO BE BOUND BY AND IS BECOMING A PARTY TO THIS AGREEMENT. IF LICENSEE DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THE SOFTWARE MUST NOT BE INSTALLED OR USED. THIS PRODUCT IS NOT SOLD BUT LICENSED.

1. Grants of License.

1.1   Subject to the terms and conditions to this Agreement RFSAgreement, RFS grants to Licensee (as ultimate end user of the Product) a non-exclusive, non-transferable, non-assignable and limited rights and license as follows:

- i. To use and install one (1) copy of the Product on a single computer such as a workstation, terminal or other device (duly notify as "licensed computer system" by Licensee to Licensor), only for Licensee's business purposes related to its own telecommunication activity. Use on a second computer must be specifically authorized in writing by the Licensor.

- ii. To use the Product with RFS remote devices. The number of these devices is limited depending of license type subscribed.

- iii. To access to eventual updates, corrections and improvements provided on RFS websiteRFS website.

1.2.   This license does not grant the rights to the Licensee of the Product, to post the Product or any updates, corrections and improvements on their own website or caused the same to any third party website, without the prior written consent of RFS.

2. Additional Services/Software.

This Agreement applies to updates, corrections and improvements of the Product that RFS may provide to you or make available (on condition of license payment) to you after the date you obtain your initial copy of the Product. For avoidance of doubt it is reminded that such updates, corrections and improvements can only be accessible by the Licensee either (i) at the time of delivery of the Products, (ii) through the appropriate http://www.rfsworld.com based customer extranet site or (iii) by contacting RFS applications engineering department.

3. Proprietary Rights.

Title, ownership rights, and intellectual property rights in the Product shall remain in RFS, even if the Product undergoes any customization. You acknowledge such ownership and intellectual property rights and will not take any action to jeopardize, limit or interfere in any manner with RFS ownership of or rights with respect to the Product. The licensed Product supplied herewith is owned by RFS, and is protected by copyright and other intellectual property laws and by international treaties. Any use in violation of the foregoing restrictions may subject the user to criminal sanctions under applicable laws, as well as to civil liability for the breach of the terms and conditions of this license.

4. Term and Termination.

This Agreement shall remain in effect until terminated in accordance with this section or as otherwise provided in this Agreement. Licensee may terminate this Agreement at any time by written notice to RFS. RFS may terminate this Agreement immediately in the event of:

- i. Any breach by Licensee of section 10 or 11.

- ii. A material breach by you, which is not cured within 30 days of written notice by RFS.

Upon termination, Licensee shall discontinue use and certify as destroyed, or return to RFS, all copies of the Product. The Licensee has ve an obligation to pay accrued charges and fees shall survive any termination of this Agreement. Within 30 calendar days after termination of the Agreement, Licensee shall pay to RFS all sums then due and owning.

5. License Fees.

A license fee which terms and conditions shall be set forth in a separate document shall be paid by Licensee either to RFS or a distributor appointed by RFS depending on whether the Product is purchased directly to RFS or to such a distributor.

6. Limited Warranty.

For 12 3 months after the date of shipment (date of shipment meaning either the date RFS shipped the Product on media or the date on which Licensee downloaded the Product from an authorized RFS download site), RFS warrants that:

- i. The Product will be free of defects in material and workmanship under normal use.

- ii. The unmodified Product, when properly installed and used, will substantially achieve the functionality described in the applicable documentation.

This warranty shall apply in accordance the applicable RFS software policy which is attached as an aAnnex to this Agreement.

THE EXPRESS WARRANTY SET FORTH HEREIN CONSTITUTE THE ONLY WARRANTY WITH RESPECT TO THE PRODUCT; RFS DOES NOT WARRANT THAT THE PRODUCT WILL MEET YOUR REQUIREMENTS OR WILL OPERATE IN THE COMBINATIONS WHICH MAY BE SELECTED BY YOU OR THAT THE OPERATION OF THE PRODUCT WILL BE SECURE, ERROR-FREE OR UNINTERRUPTED AND RFS HEREBY DISCLAIMS ANY AND ALL LIABILITY ON ACCOUNT THEREOF. RFS SHALL HAVE NO OBLIGATIONS UNDER THE WARRANTY PROVISIONS SET FORTH HEREIN IF YOU SUBJECT THE MEDIA TO ACCIDENT OR ABUSE; ALTER, MODIFIE OR MISUSE THE PRODUCT; USE THE PRODUCT ON ANY COMPUTER SYSTEM OTHER THAN THAT FOR WHICH THE PRODUCT IS INTENDED; OR YOU VIOLATES THE TERMS OF THIS AGREEMENT. THE EXTENT OF RFS DUTY UNDER THIS LIMITED WARRANTY SHALL BE THE CORRECTION OR REPLACEMENT OF PRODUCT WHICH FAILS TO MEET THIS WARRANTY.

Licensee is aware that the Product may include material licensed by third party in which case the third party license terms and conditions shall apply to such material embedded in the Product or used in connection therewith.

7. Exclusions.

The warranties given under section 6 will become void and of no effect in the event that Licensee without the prior written consent of RFS:

- i. Makes any material alteration to the Product.

- ii. Transfers the Product to any computer system other than the licensed one.

8. Limitation of Liability.

IN NO EVENT RFS WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OR GODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED.

9. Cap on Liability.

IN NO EVENT RFS LIABILITY FOR ANY DAMAGES TO LICENSEE AFFILIATE LICENSEE AFFILIATE OR TO ANY THIRD PARTY WILL EVER EXCEED THE AMOUNT OF FEES PAID BY LICENSEE TO RFS.

10. Confidentiality.

"Confidential Information" shall mean this Agreement, if the terms have been negotiated, pricing information, and all information a party discloses to the other which has been either:

- i. Characterized in writing as confidential at the time of its disclosure

- ii. Orally characterized as confidential at the time of its disclosure

Except for information which the receiving party can demonstrate:

- i. Is previously rightfully knowknown to the receiving party without restriction on disclosure.

- ii. Is or becomes, from no act or failure to act on the part of the receiving, generally known in the relevant industry or public domain.

- iii. Is disclosed to the receiving party by a third party as a matter of right and without restriction on disclosure.

Each receiving party shall at all times, both during the term hereof and for a period of at least 3 years after termination, keep in confidence all such Confidential Information using a standard of care such party uses with its own information of this nature, but in no event less than reasonable care. Without the prior written consent of the disclosing party, the receiving party shall not disclose any Confidentialconfidential information except on a "need to know" basis to an employee or contractor under binding obligations or confidentiality substantially similar to those set forth herein.

11. Restrictions.

Except as otherwise expressly permitted in this Agreement, you may not:

- i. Translate, modify or create any derivate works of Products or documentation, including translation or localization.

- ii. Decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code of Product

- iii. Redistribute, sell, rent, lease, sublicense or use the Product in time-sharing.

- iv. Copy the Product (except for an archival copy which must be stored on media other than a computer hard drive) or documentation (copies shall contain all the notices regarding proprietary rights that were contained on the Product originally delivered by RFS).

- v. Remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Product.

- vi. Modify any header files or class libraries in any Product

- vii. Create or alter tables or reports to the database portion of the Product (except as necessary for operating the Product).

- viii. Publish any result of benchmark tests run on product to a third party without RFS prior written consent.

- ix. Use the database provided for use with any product except in conjunction with the relevant Product.

- x. Use Product for driving more remote devices than the number licensed.