Firmware Evaluation License Agreement

WHEREAS

Industrial Smart Software Technology S.A. Operating under the brand Name MicroEJ®, with main office at 11 rue du chemin rouge bat D 44373 Nantes France (herein after MicroEJ) holds the copyright, patents and any other intellectual property rights which protect the Firmware (the FIRMWARE).

WHEREAS

MicroEJ has developed a Binary File for a specific Hardware device (which is described and named in the datasheet of the FIRMWARE) which is intended to run on such Hardware and You want to use this FIRMWARE for demonstration purpose or make demonstration of the combination of the Hardware with the FIRMWARE.

WHEREAS

The Binary File is provided for demonstration purpose only, without any right to use the firmware for any other purpose (such as, but not limited to, the production of a final product that is intended to be sold or used as a tool)

NOW THEREFORE,

in consideration of the premises and the faithful performance of the mutual covenants hereinafter set forth, the parties hereto hereby agree as follows:

This is a legal agreement ("this AGREEMENT") between MicroEJ and You, who want to deploy, and use the FIRMWARE for demonstration purpose only.

This Agreement is governed by the laws of France.

MicroEJ licenses the FIRMWARE only if all the following terms are accepted by You. The FIRMWARE is limited to the FIRMWARE executable bytecode and shall not integrate any other code or bytecode.

For the avoidance of doubt, this AGREEMENT shall not apply to any Plug-In, application, FIRMWARE, driver, documentation, that may be provided by anyone but MicroEJ to You.

By installing and using the FIRMWARE, You indicate that You have read and understand this AGREEMENT and agree to be bound by its terms and conditions.

If this AGREEMENT is unacceptable to You, You must not download, copy, deploy and use for test the FIRMWARE and You must destroy any copies of the FIRMWARE in Your possession.

1-   LICENSE CONDITIONS

1.1   MicroEJ grants You a non-exclusive, free of charge license to install the FIRMWARE and to use it only for the purpose of testing the FIRMWARE, and MicroEJ store services. Any copies of the FIRMWARE should be complete copies including any copyright notices.

1.2   You may not reverse engineer, disassemble, decompile, alter, or translate the FIRMWARE, or otherwise attempt to derive the source code of the FIRMWARE.

1.3   You acknowledge that the FIRMWARE is furnished hereunder for evaluation of MicroEJ software technologies and services and demonstration of MicroEJ software technologies.

1.4   No claims whatsoever can be made on MicroEJ based on any expectation about the FIRMWARE.

2-   TERM, TERMINATION AND SURVIVAL

2.1   This AGREEMENT is effective unless terminated as follows:

- You may terminate this AGREEMENT at any time by uninstalling the FIRMWARE and destroying all copies of the FIRMWARE in Your possession.

- If You fail to comply with any term of this AGREEMENT, this AGREEMENT is terminated and You have no further right to use the FIRMWARE.

2.2   Upon termination of this AGREEMENT, You shall have no claim on or arising from the FIRMWARE. The FIRMWARE and any copies shall be destroyed.

3-   NO WARRANTY

3.1   The FIRMWARE is licensed to You on an "AS IS" basis.

3.2   You are solely responsible for determining the suitability of the FIRMWARE and accept full responsibility and risks associated with the use of the FIRMWARE.

4-   MAINTENANCE AND SUPPORT

4.1   MicroEJ is not required to provide maintenance or support to You under this AGREEMENT.

5-   LIMITATION OF LIABILITY

5.1   In no event will MicroEJ be liable for any damages, including but not limited to any loss of revenue, profit, or data, software or hardware failure, however caused, directly or indirectly, by the FIRMWARE or by this AGREEMENT.

6-   DISTRIBUTION AND DUPLICATION AND USE LIMITATION

6.1   Subject to this Agreement, You can deploy the FIRMWARE on a reasonable quantity of hardware devices solely for the purpose of product testing it. Product testing implies that the product is not an END-PRODUCT and, as such, can never be sold, rent, or used as equipment.

6.2   In the context of this paragraph, reasonable quantity of hardware devices can never be higher than one hundred (100) units.