

SOFTWARE LICENCE AGREEMENT for SiSoftware SANDRA™ STANDARD/SHAREWARE VERSION

This Software Licence Agreement (hereinafter referred to as "AGREEMENT") is a legal agreement between you, and CATALIN-ADRIAN SILASI (hereinafter referred to as "AUTHOR") for the computer program entitled "SiSoftware SANDRA™" (System Analyser, Diagnostic and Reporting Assistant) Standard/Shareware Version including any enclosed documentation and/or accompanying items (hereinafter referred to as "SOFTWARE"). This AGREEMENT states the terms and conditions upon which AUTHOR offers to licence the SOFTWARE.

This agreement is binding upon you as well as anyone taking any action with regard to your copy of the SOFTWARE at your direction or not. This applies to any third party as well.

You should carefully read the following terms and conditions before using this SOFTWARE. Unless you have a different licence AGREEMENT signed by AUTHOR your use of this SOFTWARE indicates your acceptance of this licence AGREEMENT and warranty.

By continuing the installation of this SOFTWARE, running or copying it to a computer, you agree to be bound by the terms and conditions of this AGREEMENT.

TERMS AND CONDITIONS

1. **LICENCE.** For personal use, paragraph 1.a. applies. For any other use, (office, business, etc.) paragraph 1.b. applies.

- a. **PERSONAL USE LICENCE.** For personal use, subject to the terms and conditions of this AGREEMENT, AUTHOR grants you the limited right to use the SOFTWARE on your home computer(s) or the computer(s) of an accredited educational institution for private use only. You may not copy any of the printed material (if any) for any reason. You have no ownership or proprietary rights in or to the SOFTWARE. You agree that the SOFTWARE will not be used, in any manner, in violation of any applicable law.

You are not required to pay any charge. For personal use as defined above, the SOFTWARE is free.

- b. **EVALUATION LICENCE.** For any other use, subject to the terms and conditions of this AGREEMENT, AUTHOR grants you the limited right to use the SOFTWARE for evaluation purposes without charge for a period of **21** days. If you use the SOFTWARE after the **21** day evaluation period you must pay the registration fee as outlined in the "Ordering Document".

Unregistered use of the SOFTWARE after the **21** day evaluation period is in violation of United Kingdom and international copyright laws.

2. **COPYRIGHT.** The SOFTWARE is owned and copyrighted by AUTHOR and is protected by United Kingdom copyright laws, other copyright laws and international treaties. AUTHOR reserves all the rights regarding the

SOFTWARE. AUTHOR authorises usage of the SOFTWARE only in accordance with the terms and conditions stated in this AGREEMENT. You may not remove any copyright or proprietary notices from the SOFTWARE.

3. **GENERAL USAGE.** Neither you, anyone at your direction, nor any third party, shall take the following actions with regard to the SOFTWARE, or any portion thereof to modify, change, decompile, recompile, disassemble, reverse engineer, adapt, create derivative works, translate or reproduce the SOFTWARE. In any event, you will notify AUTHOR of any information derived from reverse engineering or such activities and the results thereof will constitute confidential information of AUTHOR which may be used only in connection with the SOFTWARE. If you seek interface information you should initially approach AUTHOR.
4. **COMMERCIAL USAGE.** Any commercial use is prohibited. Under no circumstances shall you, the end-user, be permitted, allowed or authorised to commercially exploit the SOFTWARE, or any portion thereof. Neither you, anyone at your direction nor any third party shall take the following actions with regard to the SOFTWARE, or any portion thereof to sell, rent, lend, lease, commercially exploit or use the SOFTWARE for any commercial purpose.
5. **DISTRIBUTION.** Refer to the "Shareware Version Distribution Licence" document if you want to distribute the SOFTWARE. In addition you are also bound by the terms and conditions of this AGREEMENT.
6. **UPDATES.** AUTHOR reserves the right to update the contents of the SOFTWARE and its associated files, documentation, licence terms and/or other elements, at its discretion from time to time, without the consent of or any obligation to, any licensed users or distributors.
7. **NO WARRANTY.** THE SOFTWARE IS PROVIDED "AS-IS". NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES, OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE WITH RESPECT TO THE SOFTWARE ARE MADE AS TO IT OR ANY MEDIUM IT MAY BE ON. AUTHOR DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE ERROR FREE OR MEET ANY REQUIREMENTS. THE WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES WHETHER ORAL OR WRITTEN. NO ONE BUT AUTHOR IS AUTHORISED TO MAKE MODIFICATIONS OR ADDITIONS TO THIS WARRANTY.
8. **REMEDIES.** AUTHOR WILL NOT BE LIABLE AND WILL PROVIDE NO REMEDY FOR LOST DATA, LOST SAVINGS, LOST PROFITS, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, INDIRECT OR ANY OTHER DAMAGES ARISING FROM NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTY, BREACH OF CONTRACT, EVEN AFTER NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OR FOR ANY CLAIM BY ANY OTHER PARTY.
9. **TRANSFER.** Nether this AGREEMENT nor any part or portion of it shall be assigned or sublicensed, except as described herein.
10. **TERM.** This licence and your right to use the SOFTWARE terminates automatically if you violate any part of this AGREEMENT without notice from AUTHOR. You can also terminate this licence at any time. You agree

upon termination to destroy all copies of the SOFTWARE immediately. Upon termination AUTHOR may also enforce any rights provided by law.

11. **INDEMNIFICATION.** You hereby agree to indemnify, hold harmless and defend AUTHOR, his family, relatives, licensees, sub-licensees, distributors and lawyers against any and all damages, losses, claims, courses of action, lawsuits, liabilities, judgements and all expenses arising from, resulting to, or in connection with a breach of this AGREEMENT by you and arising from, relating to, or in connection with your use or non-use of the SOFTWARE.
12. **RESTRICTED RIGHTS.** The SOFTWARE and any related documentation is provided with restricted and limited rights. Use, duplication and disclosure by U.S. Government is subject to restrictions as set forth in the subdivision (b)(3)(ii) of the Rights in Technical Data and Computer Software Clause at 252.227-7013. If you are using this software outside the U.S. you agree to be bound by the applicable law in your country.
13. **SURVIVAL.**
 - a. Should any provision of this AGREEMENT be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions shall not be affected thereby. If any provision is determined to be unenforceable, you agree to a modification of such provision to provide for enforcement of the provision's intent, to the extent permitted by applicable law. Failure of a party to enforce any provision of this AGREEMENT shall not constitute or be construed as a waiver of such provision or the right to enforce the provision.
 - b. The following provisions shall survive the expiration or early termination of this AGREEMENT: paragraphs 2., 3., 4. and 11.
14. **ENTIRE AGREEMENT.** This AGREEMENT constitutes the entire AGREEMENT between you, and AUTHOR and supersedes any prior written or oral agreement concerning the SOFTWARE. AUTHOR is not bound by any action, statements, or any provisions made by anyone else. No modification or change in this AGREEMENT shall be valid or binding upon AUTHOR unless in writing.
15. **APPLICABLE LAW.** This AGREEMENT shall be governed by the laws of the United Kingdom. You agree to jurisdiction and venue in the courts located in London, U.K. for all claims, disputes and litigation arising under or related to this AGREEMENT. The export of this product is governed by U.K. export regulations.

BY USING THE SOFTWARE YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THIS AGREEMENT'S TERMS AND CONDITIONS. YOU ALSO AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE RIGHTS AND LIABILITIES OF THE PARTIES AND SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN AND ANY OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

If you do not agree with the terms and conditions of this AGREEMENT or do not understand any of them you should un-install and destroy your copy of the SOFTWARE immediately.