



End User Licence Agreement (EULA)

Itrinegy Limited ("iTrinegy " or the "Licensor") End User Licence Agreement (EULA)

This agreement covers all iTrinegy Network Emulators (INE and NE-ONE) products and INE Client GUI for which a valid licence has been purchased.

IMPORTANT-READ CAREFULLY: This End-User Licence Agreement ("EULA") is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this EULA as "You") and the Licensor for the iTrinegy Products described above ("Software"). The iTrinegy Products that accompany this EULA, includes computer hardware and Software including any associated media, printed materials and electronic documentation. The Software also includes any updates, add-on components, web services and/or supplements that the Licensor may provide to You or make available to You after the date You obtain Your initial copy of the Software to the extent that such items are not accompanied by a separate licence agreement or terms of use. By installing, copying, downloading, accessing or otherwise using the Software, You agree to be bound by the terms of this EULA. For purposes of this EULA, the term "Licensor" refers to iTrinegy, or one of its Licensed distributors or resellers. If You do not agree to the terms of this EULA, Licensor is unwilling to Licence the Software. In such event, You may not install, copy, download or otherwise use the Software.

SOFTWARE LICENCE

The Software is protected by intellectual property laws and treaties. The Software is licensed, not assigned or transferred.

- 1 GRANT OF LICENCE.** You may install and use one (1) copy of the Software. All other rights are reserved.
- 2 DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.**
 - (a) Limitations on Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
 - (b) Trademarks. This EULA does not grant You any rights in connection with any trademarks or service marks of Licensor or its distributors or resellers.
 - (c) No rental, leasing; commercial hosting permitted. You may not rent, lease, or lend the Products or Software to third parties.
 - (d) Termination. Without prejudice to any other rights, Licensor or its distributors or resellers may terminate this EULA if You fail to comply with the terms and conditions of this EULA. In such event, You must destroy all copies of the Software and all of its component parts.
 - (e) If the Software has been licensed to You for a limited period the licence will cease at the end of the period. All Software and any loaned hardware must be returned to iTrinegy. You are responsible for re-packaging ready for collection.
 - (f) The Software is licensed exclusively for use by You in the Country of Registration. For the avoidance of doubt, the Country of Registration is the country where You reside or You informed iTrinegy of Your residency at the time of purchase. The Software Licence cannot be transferred from the Country of Residency without the prior written permission of the Licensor.
 - (g) Unless permitted under a separate contract with iTrinegy You shall not provide a service or provide consulting, whether chargeable or otherwise, using the Software. The Software is licensed for use solely within Your own business and for Your own internal business purposes.

3 ITRINEGY SUPPORT SERVICES

Itrinegy support for Itrinegy products are an additional cost items. When purchased, these are provided under the ITRINEGY SUPPORT POLICY AND TERMS.

- 4 INTELLECTUAL PROPERTY RIGHTS.** All title and intellectual property rights in and to the Software (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the Software), the accompanying printed materials, and any copies of the Software are owned by or licensed to the Licensor. All title and intellectual property rights in and to the content that is not contained in the Software, but may be accessed through use of the Software, is the property of the respective content owners and is protected by applicable copyright or other intellectual property laws and treaties. This EULA grants You no rights to use such content. If this Software contains documentation that is provided only in electronic form, You may print one copy of such electronic documentation. You may not copy the printed materials accompanying the Software. All rights not specifically granted under this EULA are reserved by Licensor and its suppliers.
- 5 APPLICABLE LAW.** This EULA is governed by the laws of England.
- 6 LIMITED WARRANTY.** iTrinegy warrants that the Software will perform substantially in accordance with the accompanying materials for a period of ninety (90) days from the date of receipt. Any supplements or updates to the Software, including without limitation, any (if any) service packs or hot fixes provided to You after the expiration of the ninety (90) day Limited Warranty period are not covered by any warranty or condition, express, implied or statutory.
- 7 LIMITATION ON REMEDIES; NO CONSEQUENTIAL OR OTHER DAMAGES.** Your exclusive remedy for any breach of this Limited Warranty is described in section 9 below. Except for any refund elected by iTrinegy YOU ARE NOT ENTITLED TO ANY DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES, if the Software does not meet iTrinegy's Limited Warranty, and, to the maximum extent allowed by applicable law.
- 8 FORCE MAJEURE:** The Licensor shall be under no liability to You in respect of anything which apart from this provision may constitute breach of this Agreement arising by reason of force majeure namely circumstances beyond the control of the Licensor which shall include (but shall not be limited to) acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion, including acts of local government and parliamentary authority, the breakdown of equipment and labour disputes of whatever nature and for whatever cause arising including (but without prejudice to the generality of the foregoing) work to rule, overtime bars, strikes and lockouts, whether between either of the parties hereto and any or all of its employees and/or any other employer and any or all of its employees and/or between any two or more groups of employees (and whether of either of the parties hereto or any other employer).
- 9 YOUR EXCLUSIVE REMEDY.** iTrinegy and its suppliers' entire liability and Your exclusive remedy shall be, at iTrinegy's option from time to time exercised subject to applicable law, (a) return of the price paid (if any) for the Product reduced by 25% for every complete year after original sale date, or (b) repair or replacement of the Product, that does not meet this Limited Warranty and that is returned to iTrinegy with a copy of Your receipt. You will receive the remedy elected by iTrinegy without charge, except that You are responsible for any expenses You may incur (e.g. cost of shipping the Product to iTrinegy). This Limited Warranty is void if failure of the Product has resulted from accident, abuse, misapplication, abnormal use or a virus. Any replacement Product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside the United Kingdom, neither these remedies nor any product support services offered by iTrinegy are available without proof of purchase from an authorised international source. To exercise Your remedy, contact: Customer Services, iTrinegy
- 10 DISCLAIMER OF WARRANTIES.** The Limited Warranty that appears above is the only express warranty made to You and is provided in lieu of any other express warranties (if any) created by any documentation or packaging. Except for the Limited Warranty and to the maximum extent permitted by applicable law, iTrinegy and its suppliers provide the product and support services (if any) as is and with all faults, and hereby disclaim all other warranties and conditions, either express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of accuracy or completeness of responses, of results, of workmanlike effect, of lack of viruses, and of lack of negligence, all with regard to the Software, and the provision of or failure to provide Support Services. Also, there is no warranty or condition of title, quiet enjoyment, quiet possession, correspondence to description or non-infringement with regard to the Software.

- 11 EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES.** To the maximum extent permitted by applicable law, in no event shall iTrinegy or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use the Software, the provision of or failure to provide Support Services, or otherwise under or in connection with any provision of this EULA, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of iTrinegy or any supplier, and even if iTrinegy or any supplier has been advised of the possibility of such damages.
- 12 AUDIT RIGHTS.** You shall maintain complete and accurate books and records relating to compliance with the usage restrictions of the EULA. You grant iTrinegy and any person authorized by it the right at its own expense, during Your normal business hours and upon reasonable written notice, to audit Your computers, books and records to verify Your compliance with the EULA. However, if such audit indicates that You are not in compliance with this EULA, You agree to adhere to the EULA or to immediately stop using the Product and pay the reasonable costs of conducting such an audit as well as any payments due iTrinegy for any unpaid use of the Product.
- 13 CONFIDENTIAL INFORMATION.** All information, data, drawings, specifications documentation, software listings, source or object code which the Licensor may have imparted and may from time to time impart to the You relating to the Software or support thereof is proprietary and confidential. You hereby agree that You shall use the same solely in accordance with the provisions of this Agreement and that it shall not at any time during or after expiry or termination of this Agreement (in whole or with respect to support only), disclose the same whether directly or indirectly to any third party without the Licensor's prior written consent. You further agree that You shall not Yourself or through any subsidiary agent or third party modify, vary or enhance the Software. You shall not make copies of the Software. Both parties agree to disclosure of the existence of this Agreement to a third party, however, the contents of this Agreement and any and all commercial aspects of this Agreement will be treated as confidential and can not be disclosed.
- 14 ENTIRE AGREEMENT.** This EULA (including any addendum or amendment to this EULA which is included with the Product) is the entire agreement between You and iTrinegy relating to the Product and the Support Services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA. To the extent the terms of any iTrinegy policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control.