

# MOBILEFX SOFTWARE END-USER LICENSE AGREEMENT FOR WEBKITX ACTIVEX CONTROL

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THIS EULA SHALL APPLY ONLY TO THE SOFTWARE SUPPLIED BY MOBILEFX HEREWITH REGARDLESS OF WHETHER OTHER SOFTWARE IS REFERRED TO OR DESCRIBED HEREIN.

## 1. Definitions

(a) "Software" is a bundle of (i) mobileFX software (ii) third party software, in each case, supplied by mobileFX herewith, (iii) corresponding documentation, associated media, printed materials, online or electronic documentation and (iv) samples. (b) "mobileFX Component" is the portion of the Software required in order for the End User Product to operate on hardware on which the Software itself is not resident.

(c) "**Third Party**" for the scope of this agreement is Chromium Embedded Framework (CEF3) of which a precompiled publicly available version of CEF3 is bundled within the Software in order to demonstrate how CEF3 binaries should be copied alongside mobileFX Component. CEF is a BSD-licensed open source project founded by Marshall Greenblatt in 2008 and based on the Google Chromium project. CEF3 binaries can be also downloaded separately from [http://opensource.spotify.com/cefbuilds/index.html#windows32\\_builds](http://opensource.spotify.com/cefbuilds/index.html#windows32_builds) and mobileFX Component requires cef\_binary\_3.3202.1692.g18a939d\_windows32.

(d) "**End User Product**" means an Output File, typically a software application executable developed and generated by you, which contains the mobileFX Component.

(e) "**End User**" is CUSTOMER's customer: person, company or organization that will purchase/obtain a license of the End User Product.

(f) "**Not For Resale (NFR) Version**" means a version, so identified, of the Software to be used to review and evaluate the Software, only.

(g) "**mobileFX**" means mobileFX Studio Ltd and its licensors, if any.

(h) "**Trial Version**" means a version of the Software, so identified, to be used only to review, demonstrate and evaluate the Software for a limited time period. The Trial Version may have limited features, may lack the ability for the end-user to save the end product, and will cease operating after a predetermined amount of time due to an internal mechanism within the Trial Version.

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(i) the mobileFX Component may not be distributed or used other than as bundled with the Output File as part of the End User Product, and

(ii) you shall require each party to whom the End User Product is distributed to agree that no title to, or ownership rights in the mobileFX Components are transferred and that the End User Product, including the mobileFX Component, shall not be reverse compiled or disassembled.

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This EULA shall be governed by the European software laws, without giving effect to principles of conflict of laws. You hereby consent to the exclusive jurisdiction and venue of the state courts sitting in Athens, Greece to resolve any disputes arising under this EULA. In each case this EULA shall be construed and enforced without regard to the United Nations Convention on the International Sale of Goods. This EULA contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. You agree that any varying or additional terms contained in any purchase order or other written notification or document issued by you in relation to the Software licensed hereunder shall be of no effect. The failure or delay of mobileFX to exercise any of its rights under this EULA or upon any breach of this EULA shall not be deemed a waiver of those rights or of the breach. No mobileFX dealer, agent or employee is authorized to make any amendment to this EULA unless such amendment is in writing and signed by a duly authorized representative of mobileFX. If any provision of this EULA shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this EULA will remain in full force and effect. All questions concerning this EULA shall be directed to the address below, Attention: General Counsel. mobileFX and other trademarks contained in the Software are trademarks or registered trademarks of mobileFX Studio Ltd. in the UK and/or other countries. Third party trademarks, trade names, product names and logos may be the trademarks or registered trademarks of their respective owners. You may not remove or alter any trademark, trade names, product names, logo, copyright or other proprietary notices, legends, symbols or labels in the Software. This EULA does not authorize you to use mobileFX's or its licensors' names or any of their respective trademarks.

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