

MOBILEFX SOFTWARE END-USER LICENSE AGREEMENT

FOR WEBKITX ACTIVEX CONTROL

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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 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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mobileFX Studio Ltd

Company Number: 08322988 – Registered In England and Wales

VAT Registration Number: GB 151 9593 89

DUNS number: 218731514

Registered Office: 97 Judd Street, London WC1H 9JG, UK.

email: sales@mobilefx.com | info@mobilefx.com