

End User License Agreement

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This End-User License Agreement (the “Agreement”) is a legal agreement between you (either an individual or a single entity) and Headway Software Technologies Ltd. (“Headway”) for evaluation and use of the software (including all ancillary applications provided) and any associated documentation provided with the software (collectively, the “Software”). By downloading, installing, or using the Software: (1) you represent that you understand the terms of this Agreement and you have the capacity and authority to bind your employer to this Agreement, and (2) you accept the terms of this Agreement and you consent to be bound by this Agreement on behalf of your employer (hereinafter referred to as “you”). If you do not agree to be bound by these terms and conditions, do not download, install, or use of the Software.

1. Grant of License.

1.1 General License Grant.

Pursuant to an email or other written communication from the Company with the license key details for the Software (“License Order Confirmation”), and subject to payment of all applicable license fees and other charges, Headway grants you the limited, non-exclusive, non-transferable license to install and use the Software in accordance with this Agreement. If your purchase order or other documentation contains terms in addition to, or different than, the terms of this Agreement, those terms in that purchase order or other documentation shall be disregarded and the terms of this Agreement shall control.

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Your license to install and use the software shall be in accordance with one or more of the following license options, as set forth on the License Order Confirmation or in your request for evaluation software. The Software may contain a software license management tool (a “License Manager”) that regulates your use of the Software. If so, all of the licensed activity described below must be subject to the control of the License Manager, and you may not install or use the Software in a manner that circumvents or interferes with the operation of the License Manager or any other technological measure that controls access to the Software.

a. Demo (Evaluation) License. One identified individual (named-user) may use the Software for a limited evaluation period to be determined and stated by Headway. You may install the Software on any number of computers necessary to support that named-user so long as the Software is used only by the named-user. The Demo License shall terminate at the end of the stated evaluation period unless otherwise agreed by Headway.

b. Floating License. Subject to the control of a single License Manager, you may install the Software on an unlimited number of computers or servers for use concurrently by a number of individuals up to the number of user licenses you have purchased.

c. Node-locked License. You may install the Software on one identified computer (node) and one identified individual (named-user) may use the software locally on that node. If the

named-user leaves your employ or is transferred such that he or she no longer requires use of the software, you may transfer this license to an alternative named-user.

d. Named-user License. One identified individual (named-user) may use the Software. You may install the software on any number of computers necessary to support that named-user, so long as the software is used only by the named-user. If the named-user leaves your employ or is transferred such that he or she no longer requires use the software, you may transfer this license to an alternative named-user.

e. Open Source License. One identified individual (named-user) may use the Software for non-commercial, "Open Source" projects. An "Open Source" project means a project, the results of which are made available for no fee to the general public under an Open Source Initiative (OSI) approved license.

f. Consultancy License. One or more identified individuals (on a named-user basis) may use the Software for use in their customers' ' projects, provided that the Software may only be installed on the consultant' 's machine and not on a customer' 's hardware. The number of users authorized may be limited in the License Order Confirmation. The consultant shall ensure that the customer is made aware of the identity and source of Headway" ' s Software.

g. Academic License. Academic licenses may be granted on a per-user or per-class basis. Use of the Software is restricted to educational, academic, non-commercial purposes. The number of users authorized may be limited in the License Order Confirmation.

1.3 Restrictions.

It is your responsibility to ensure compliance with the terms of this Agreement. For example, for floating licenses, you must take steps to ensure that the number of concurrent users does not exceed the number of user licenses that you have purchased. Except as may otherwise expressly be provided herein and as otherwise expressly permitted by law, you shall not, directly or indirectly:

(a) Use the Software in a manner that infringes any third party's copyrights or any other rights;

(b) Make any translation, adaptation, arrangement, modification, derivative work or other alteration of the Software;

(c) Distribute, sell, give away, hire or lease the Software, or another product wholly or partially derived from the Software, or offer to do any of the foregoing;

(d) Assign, sell, lease, rent, time-share, or otherwise make all or any part of the Software available for installation or use by any third party, as a service bureau, application service provider or otherwise, without the prior written consent of Headway;

(e) Decipher, decompile, disassemble or reverse engineer the Software, in whole or in part. To the extent you are expressly permitted by law to reverse engineer the Software, you agree to use such findings only as expressly permitted by law, and to otherwise hold such findings in strict confidence. For information regarding interoperability, contact Headway.

1.4 Transfer and Assignment.

This Agreement is personal and may not be assigned or assumed (including by operation of law) without Headway's prior written consent, and any attempt to do so without such consent is void. You may, however, transfer the Software to a successor in interest to all or substantially all of your assets or stock on a permanent basis, provided you retain no copies and the recipient agrees to the terms of this Agreement.

1.5 Term and Termination of License.

(a) The term of this Agreement, and the license granted hereunder, shall commence (i) upon receipt by Headway of a purchase order (for non-Demo and non-Open Source licenses) or (ii) upon express authorization by Headway (for Demo and Open Source licenses) and shall continue for the term stated on the applicable License Order Confirmation as issued by Headway or, if no specific term is stated, shall continue indefinitely unless terminated in accordance with this Agreement.

(b) This Agreement and the license granted hereunder shall terminate immediately and automatically if you have not paid any license fees or other charges due to Headway within 30 days after such amount is due.

(c) Without prejudice to any other rights, Headway may immediately terminate this Agreement and the license granted hereunder upon written notice to you if you fail to comply with the terms and conditions of this Agreement.

(d) Upon termination of the license for any reason, you must immediately destroy and stop using all copies of the Software (including purging all storage media on which such Software is installed or otherwise stored) and all of its component parts.

(e) Upon termination of this Agreement, the provisions of Section 1.3, 3, 5, 6, 10 and 12 shall survive.

2. Support.

Subject to the payment of all applicable fees, you shall be entitled to participate in the Headway support program indicated on a License Order Confirmation. Information regarding support offerings made generally available by Headway is available from Headway upon request. The provision of support services by Headway, if any, shall be subject to the terms of this Agreement.

3. Title.

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THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

6. LIMITATION OF LIABILITY.

IN NO EVENT SHALL HEADWAY BE LIABLE TO YOU FOR LOSS OF PROSPECTIVE PROFITS OR INDIRECT OR CONSEQUENTIAL DAMAGES EVEN IF HEADWAY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN ADDITION, IN NO EVENT SHALL THE LIABILITY OF HEADWAY TO YOU UNDER THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THAT PAID BY YOU TO HEADWAY IN CONNECTION WITH YOUR USE OF THE SOFTWARE WITHIN THE PREVIOUS TWELVE-MONTH PERIOD.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

7. Export.

You agree that the Software will not be shipped, transferred, exported, or re-exported into any country or used in any manner prohibited by the United States Export Administration Act or any other applicable export laws, restriction or regulations (collectively, the "Export Laws"). If the Software, or any component thereof, is identified as an export controlled item under the Export Laws, you represent and warrant that you are not a citizen, or otherwise located within, an embargoed nation and that you are not otherwise prohibited under the Export Laws from receiving the Software. All rights to use the Software under this Agreement are granted on the condition that such rights are forfeited if your representations and warranties in this section are not true.

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If you are a government agency, you acknowledge that the Software was developed at private expense and that the computer software component is provided to you subject to RESTRICTED RIGHTS. Notwithstanding any other lease or license agreement that may pertain to, or accompany the delivery of, this restricted computer software, the rights of the government regarding its use, duplication, reproduction or disclosure by the Government is subject to the restrictions set forth in subparagraph (c)(1)(ii) of the rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (48 C.F.R. § 252.227-7013), and subparagraph (c)(1) and (2) of the Commercial Computer Software Restricted Rights clause at FAR 52.227-19. Contractor/manufacturer is Headway Software Technologies.

9. Compliance with Agreement.

You agree that within fifteen (15) days of a request from Headway or Headway's authorized representative you will fully document and certify that your use of the Software at the time of the request is in conformity the terms of this Agreement and you agree to permit Headway or its authorized representative to verify the accuracy of your certification.

10. Jurisdiction.

This Agreement is governed by the laws of Ireland. You hereby consent to the jurisdiction of the courts located within the county in which Headway's principal office in Ireland is located.

11. Customer Identification.

You grant Headway the right to use publicly your name and logo to appropriately identify you as a Headway customer and licensee of the Software.

12. General.

This Agreement shall inure to the benefit of Headway and its successors or assigns. Waiver of breach of any provision of this Agreement shall not be deemed a waiver of that provision

or any other provision. If any provision of this Agreement is held to be unenforceable, it will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force. This Agreement may be modified or amended only in writing signed by both you and Headway. The parties disclaim the application of the United Nations Convention on the International Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) or any state's implementation of UCITA.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS LICENSE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT THIS AGREEMENT, TOGETHER WITH ONE OR MORE LICENSE ORDER CONFIRMATIONS FOR THE SOFTWARE, IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND HEADWAY WHICH SUPERSEDES ANY PROPOSAL, OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN YOU AND HEADWAY RELATING TO THE SUBJECT MATTER HEREOF.

If you have any questions about this Agreement, or if you wish to change the address to which notices may be sent to you for purposes of this Agreement, you may write to Headway at the following address:

Headway Software Technologies Ltd.:

Coxtown,

Dunmore East,

Co. Waterford,

Ireland