

DetectRight Services Evaluation License 1.0

STANDARD TERMS AND CONDITIONS

1. Purpose

The terms and conditions set out in this document (hereinafter referred to as the “Standard Terms and Conditions”) shall apply to evaluation use of services, data, databases and software products developed by DetectRight Ltd. (the “Rights Holder”).

2. Definitions

For the purpose of these Standard Terms and Conditions, the following expressions shall have the following meaning:

You/Your shall mean the subject of an individual License;

Us/We/Our shall mean DetectRight Limited, a Company registered in the United Kingdom, number 7058862, Registered Office: Leonard House, 5-7 Newman Street, Bromley, BR1 1RJ

the Parties shall mean the Us and You jointly;

Standard Terms and Conditions shall mean the terms and conditions set out in this document;

License shall mean the individual license granted by Us according to section 3 of this Agreement

Rights Holder shall mean DetectRight Limited;

the Software shall mean all Software Products comprised by a License;

a Software Product shall mean an application or other software solution marketed by us as a separate product, such as e.g. DetectRight Java, DetectRight PHP, etc.

the Website shall mean the DetectRight website at <http://www.detectright.com>

the Control Panel shall mean the web-page located at the Website which gives access to menus for searching and downloading the Database.

the Database shall mean any file downloaded from the Website which is a container for data pertaining to mobile and/or fixed device catalogues, capabilities, metadata or lookup lists.

the Data shall mean any output from use of the Software, the Control Panel, or the Website including (but not limited to), lists of devices, device capability profiles, schema or vocab lists, or lists of pointers.

the Services shall mean any combination of Software, Database, Data and Control Panel as used by the Licensee.

Evaluation Use shall mean the use of the software with the sole purpose of evaluating its technical and performance characteristics, and fitness for purpose for use intended by Licensee.

License Fee shall mean the amount of money to be paid by You to Us for use of the Services support in accordance with the License;

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3. Grant of license

3.1 Subject to these Standard Terms and Conditions, we grant to you a non-exclusive, non-transferable license to use the Services.

3.2 The License granted herein is for Evaluation use: this license does not grant any rights for commercial or non-commercial production usage or live deployment, nor deployment in pre-deployment systems intended for production use, nor does it grant any OEM or redistribution rights. The Software and the Database can be deployed on any number of CPUs for Evaluation Use only.

3.3 This License allows the use of the Control Panel by a single named and registered user at DetectRight.com for periodically downloading the Database solely for the purpose of using with the Software under the License terms already agreed. It also allows use of any other services as may be made available from time-to-time in the Control Panel.

3.4 Use of the Website is subject to our standard website use terms, conditions and privacy policy, which can be viewed at <http://www.detectright.com/legal-and-privacy.html>.

3.5 This license permits taking such copies or other reproductions of the Database or Software as are necessary for backup or archival purposes.

4. Restrictions of use

4.1 Any copy of the Software or Database made by you in accordance with the License shall contain all the proprietary notices contained in the original copy.

4.2 Unless in strict accordance with express specific grants of this License, you may not distribute, resell, rent, lease, sublicense or otherwise supply the Services or any part thereof to a third-party in original or modified or reverse engineered versions (including but not limited to any titles, computer code, trademarks, logos, themes, skins, objects, characters, dialog, icons, artwork, animation, methods of operation, moral rights, any related documentation incorporated into this Program, profiles, lists, titles, tables, rows, trees or data strings).

4.3 You undertake not to use the Services in any way that would compete with any software products created or marketed by us at the time of the license agreement.

4.4 You undertake not to brand the Services as your own or declare or give the impression that you own the copyright in the Services. Further, you undertake not to declare or give the impression that the Services in any way endorse your own work, and not to use any titles, trademarks, labels, or logos found in the Services in your own titles, products names, service names, or domain names.

4.5 You shall not modify, delete or obscure any notices of proprietary rights or any Service identification or restrictions on or in the Services found in the license-header of the code files or in the Data or Database.

4.6 You shall not use Services to directly or indirectly interfere with the functionality or availability of our own systems or services, and shall not permit or encourage any other party to do so.

4.7 Where Services directly or indirectly use web-services provided at our own domain at DetectRight.com, you shall not direct live traffic or perform any sort of load testing without the express permission of an authorised DetectRight Limited employee.

4.8 We may assign, or subcontract any of our responsibilities under this Agreement.

4.9 You are responsible for observing any applicable export and import laws governing use of the Services. You will not export the Services, or any part thereof, directly, or indirectly, in violation of these

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laws, or use them for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation.

5. License Fee

5.1 There is no License Fee payable for an Evaluation License providing use of the Services conform to this agreement.

6. Delivery

6.1 Software and Databases are made available for download via the Website, and via other such electronic means as may be appropriate.

6.2 Delivery of the Database for use with the Software shall be in SQLite file format compressed with ZIP, or other equivalents as might become technically possible and/or advantageous. We will endeavour to provide continual uninterrupted access to the Database, but the service is provided as-is and offers no warranty or SLA in this regard.

6.3 Access to the Website is available through either the use of a web browser or other Internet retrieval software. You accept full responsibility for purchasing and upgrading hardware and software as you require to avail of the Services. We will endeavour to provide continual uninterrupted access to the Control Panel, but the service is provided as-is and offers no warranty or SLA in this regard.

7. Maintenance and support

7.1 During the License period, we may (but are not obliged to) provide you with any new, corrected or enhanced version of the Software created by us. Such enhancement may include modifications to the Software which increase the speed, efficiency or ease of use of the Software, or add additional capabilities or functionality to the Software.

7.2 You shall also (free of charge) have the right to request technical support pertaining to the Software and/or data anomalies through the helpdesk accessed from our web site. No SLA is offered on response times or service levels under this License.

7.3 The standard database update frequency is monthly. Problems with individual data points should be addressed to our support desk and will be fixed as soon as practicable.

8. Warranty, disclaimer and limitation of liability and remedies

8.1 We warrant and represent to you that we have full capacity and authority to enter into and to perform this agreement. We also warrants to you that we are entitled to supply the Services.

8.2 Given the nature of the Services and their possible reliance on content provided by third parties, you agrees that the Services are provided by us on an "as is" basis. Therefore, to the fullest extent permitted by applicable law and except where expressly provided in Clause 8.1, we disclaim all warranties, express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, compatibility, security, accuracy or infringement in respect of the Services. We cannot warrant or represent that your use of the Services will be uninterrupted or error-free, or that the results obtained will be successful or will satisfy your requirements. You assume the entire risk as to the results and performance of the Services and the charges payable under this Agreement reflect such assumption of risk by you.

9. Ownership of IPR

9.1 We are the sole owner of all intellectual property rights pertaining to the Services. All services are licenced, not sold.

10. Term and Termination

10.1 The Licence Period for an Evaluation License is perpetual.

10.2 At any time, we may request information from you or take other steps as may be deemed necessary to ensure that usage of the Software is adhering to the Standard Terms and Conditions.

10.3 In the event of material breach of contract, abuse of license, illegal activity, or any other activity which may prejudice our reputation which is not rectified within 14 days, we may at our discretion terminate your license without notice, demand proof of removal of our Services from your systems, demand full details of any unauthorised redistribution, and/or limit or prohibit access to the Services or the Website.

10.4 This License may be terminated immediately by us if you are declared bankrupt or become unable to pay your debts or you have a receiver or administrative receiver appointed or pass a resolution of winding up (other than for the purposes of reconstruction), or a court orders the same, or you make or offer to make any arrangement with creditors, or you become subject to an administration order, or you are subject to any proceedings which are equivalent or substantially similar under applicable jurisdiction.

11. Entire Agreement and miscellaneous

11.1. You agree that this Agreement is the complete agreement relating to the Services, and that this Agreement supersedes all prior or contemporaneous agreements or representations concerning the Services. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. No amendment or variation to this Agreement is effective unless it has been signed by our authorised representative.

11.2. Neither you nor us shall be liable by reason of any failure or delay in the performance of our obligations (except for payment of charges) on account of strike, shortages, failure of suppliers, riots, insurrection, fires, floods, storms, earthquakes, acts of God, war, government action, labour conditions, or any other cause which is beyond the reasonable control of such party.

11.3. Failure or delay by either you or us in exercising any right or power in this Agreement shall not be considered as a waiver of such right or power.

12. Applicable law and legal venue

12.1 This Agreement and all matters arising from it are governed by and construed in accordance with the laws of the United Kingdom whose courts shall have exclusive jurisdiction over all disputes arising in connection with this Agreement and the place of performance of this Agreement is agreed by you to be the United Kingdom.