

CrimsonLogic End User License Agreement

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This CrimsonLogic End User License Agreement ("EULA") is an agreement between you (either an individual or a single entity) ("Licensee") and CrimsonLogic Pte Ltd ("CrimsonLogic") for the use of the CrimsonLogic product "eTrade Components" which comprises the Licensed Software (collectively referred to as the "Product").

By installing, copying, downloading, accessing or otherwise using the Product, the Licensee agrees to be bound by the terms of this EULA. If the Licensee does not agree to the terms of this EULA: (i) the Licensee shall not use or install the Licensed Product, and (ii) the Licensee shall return the Product including the Licensed Software and the media in which it was contained, together with all accompanying materials and delete any copies thereof.

1. DEFINITIONS

1.1 For this Agreement the following terms are defined as below:

(a) "Acceptance Date" refers to the date of acceptance by the Licensee of this EULA.

(b) "Confidential Information" means the confidential information of CrimsonLogic and includes information relating to

(i) the design, specification and content of the Product and Documentation;

(ii) the personnel, policies or business strategies of CrimsonLogic;

(iii) the terms upon which the Product is being supplied, installed and supported pursuant to this Agreement;

(c) "Documentation" means operating manuals and other printed materials including users' manuals, modification manuals, which are designed to assist or supplement the understanding or application of the Product;

(d) "Force Majeure" means a circumstance beyond the reasonable control of a party that results in the Party being unable to observe or perform on time an obligation under this Agreement. Such circumstances shall include, but shall not be limited to:

(i) acts of God, lightning strikes, earthquakes, storms, explosions, fires and any natural disaster;

(ii) acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution; and

(iii) strikes;

(e) "Intellectual Property Rights" means copyright, trade mark, design, patent, semiconductor or circuit layout rights;

(f) "Licensed Software" means the software designated in the preamble of this Agreement consisting of a set of instructions or statements in machine readable medium and any enhancement, modification, update or new release of the that software or part thereof;

(g) "Party" means either CrimsonLogic or the Licensee as the context dictates and "Parties" means the both of them;

(h) "Product" means the CrimsonLogic software "eTrade Components" which comprises the Licensed Software;

i) "Production Use" means the use of the Product by the Licensee for the purposes of using in production environment. Authorized Use does not permit the Licensee to reproduce any part of the Product for sublicensing, resale or distribution, including without limitation, any operation on a time sharing or service bureau basis or distributing any part of the Product as part of an ASP, VAR, OEM, distributor or reseller arrangement;

j) "Site" means a single location of the Licensee's premises designated for delivery and use of the Product;

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5. LICENCE CONDITIONS

5.1 The Licensee may only use the Product in accordance with the normal operating procedures as notified by CrimsonLogic.

5.2 The Product may only be used pursuant to this Agreement:

- a) by a Licensee who has paid for the license to use the Licensed Software; and
- b) in accordance with the Documentation and/or normal operating procedures as notified by CrimsonLogic.

5.3 The Licensee shall not copy, alter, modify or reproduce any part of the Product except to the extent otherwise authorised by this Agreement. There shall be no modification or derivation of works of the Product without prior approval of CrimsonLogic;

5.4 In addition to any other remedies available to CrimsonLogic under this Agreement or otherwise, any unauthorised use, alteration, modification, reproduction, publication, disclosure or transfer of the Licensed Software will entitle CrimsonLogic to any available legal and equitable remedy against the Licensee.

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5.7 Each license granted to the Licensee is granted on a per license basis, subject to price list and information which shall be available from CrimsonLogic from time to time upon request.

6. MAINTENANCE SUPPORT POLICY

6.1 Provided that the Licensee has in force a valid and subsisting maintenance contract and that the Product has not reached end of life, CrimsonLogic will provide the services on the terms set out herein :-

(a) Repair / replacement of failed units: If a Product is reported faulty, the Licensee must provide information to CrimsonLogic support department ("CL Support") to identify the problem and determine its source, providing debugging, logging, and other information required by CrimsonLogic Support.

(b) If CrimsonLogic Support determines that a Product is not faulty, the Licensee is liable for service fees (calculated at the rate of Singapore Dollars \$1,000 per day, or part thereof) in respect of the time spent by CrimsonLogic Support in investigating the reported failure.

6.2. End of Life Policy: CrimsonLogic may issue End of Life Announcement(s) with respect to the Product, by giving the Licensee no less than six (6) month prior written notification declaring that the version of the Licensed Software or the Product has reached end of life. The Licensee's attention is also drawn to any CrimsonLogic's End of Life Product Announcement(s) contained therein in respect of any of the Products. The Licensee acknowledges that insofar as any Product is or becomes the subject of an End of Life Announcement, with effect from the Last Time Buy Date determined by that End of Life Announcement until the End of Life date, the services provided under any maintenance and/or support agreements :- (a) will be strictly limited to providing patches for CrimsonLogic software to such extent that CrimsonLogic in its sole discretion determines as being within its reasonable means to address security issues arising from CrimsonLogic software; and (b) CrimsonLogic will not be in a position to nor is it obliged to address issues arising out of any equipment, hardware or software not originally manufactured by CrimsonLogic. After the Product has passed the End of Life date, no further maintenance, support, error correction, patches, updates, upgrades or services of any kind will be offered or provided by CrimsonLogic with respect to the Product that has reached End of Life.

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7.2 The Licensee shall not modify or alter the Product or merge all or any part of the Product with any other software or equipment without CrimsonLogic's written permission.

8. REVERSE ENGINEERING

8.1 The Licensee shall not reverse assemble or reverse compile or directly or indirectly allow or cause a third party to reverse assemble or reverse compile the whole or any part of the Product.

9. SECURITY

9.1 The Licensee shall be solely responsible for the use, supervision, management and control of the Product and Documentation.

9.2 The Licensee shall ensure that the Product is protected at all times from misuse, damage, destruction or any form of unauthorised use.

9.3 The Licensee shall agree to hold CrimsonLogic harmless from any and all liabilities, losses, actions, damages, or claims (including reasonable expenses, costs, and attorneys fees) arising out of or relating to any use of, or reliance on, the services of any Certification Authority (CA), including, without limitation (a) reliance on an expired or revoked certificate, (b) improper verification of a certificate, (c) use of a certificate other than as permitted by any applicable terms and conditions of the CA, this agreement or applicable law; (d) failure to exercise reasonable judgment in relying on issuer services or certificates or (e) failure to perform any of the obligations as required in the terms and conditions related to the CA services.

10. CONFIDENTIALITY

10.1 The Licensee shall not, directly or indirectly, disclose any part of the Confidential Information to any other party, corporation, affiliate, subsidiary, organisation or person without the prior written consent of CrimsonLogic.

10.2 The Licensee shall not use any Confidential Information gained from CrimsonLogic or the Product during the term of this Agreement to devise any product, systems or software in competition with CrimsonLogic.

10.3 The Licensee represents and warrants that it will protect the Confidential Information of the Disclosing Party to the same extent and by the same means it uses to protect the confidentiality of its own confidential or proprietary information, but no less than a reasonable degree of care, to prevent the unauthorised use, dissemination, or publication of the Confidential Information until such time as the Confidential Information becomes public knowledge other than by breach of the undertakings contained within this Agreement or a breach by any other person of any obligation of confidentiality owed by him.

10.4 This clause shall survive the termination of this Agreement.

11. IMPLIED TERMS

11.1 THE PRODUCT IS PROVIDED ON AN "AS IS" BASIS AND THE EXPRESS OBLIGATIONS AND WARRANTIES MADE BY CrimsonLogic IN THIS AGREEMENT ARE IN LIEU OF AND TO THE EXCLUSION OF ANY OTHER WARRANTY, CONDITION, UNDERTAKING OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE RELATING TO ANYTHING SUPPLIED OR SERVICES PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT INCLUDING (WITHOUT LIMITATION) AS TO THE CONDITION, QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR PURPOSE OR NON-INFRINGEMENT OF THE PRODUCT OR DOCUMENTATION OR ANY PART OF THEM.

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13. TERMINATION

13.1 This License shall automatically terminate in the event that the Licensee is in breach of any term of this Agreement and such breach which is capable of remedy is not remedied within thirty (30) days of notification by CrimsonLogic, or with immediate effect upon notification by CrimsonLogic if such breach is of a nature that it is incapable of remedy.

14. NO ASSIGNMENT, TRANSFER OR SUBLICENSING

14.1 This License is personal to the Licensee and the Licensee shall not assign, mortgage, charge or license any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder except with the written consent of CrimsonLogic.

15. THIRD-PARTY RIGHTS

15.1 A person who is not a party to this Agreement has, to the maximum extent permissible by law, no right to enforce or enjoy the benefit of any term of this Agreement.

16. GOVERNING LAW

16.1 This Agreement shall be governed by and construed in accordance with the laws and regulations of the laws of the Republic of Singapore. The Parties hereby submit to the exclusive jurisdiction of the courts of Singapore.