

DIGITAL LICENSE MANAGEMENT SYSTEM

END-USER LICENSE AGREEMENT

IMPORTANT NOTICE: PLEASE READ CAREFULLY BEFORE INSTALLING THE SOFTWARE: This licence agreement ("**Licence**") is a legal agreement between you ("**Licensee**" or "**you**") and D-Link (EUROPE) LIMITED of D-Link House, Abbey Road, Park Royal, London NW10 7BX ("**Licensor**" or "**we**") for this software product ("**Software**").

BY CHECKING THE "ACCEPT TERMS AND CONDITIONS" OPTION AND CLICKING THE "OK" BUTTON, YOU AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU AND IF APPLICABLE YOUR EMPLOYEES. ONCE YOU CLICK "OK" THE SOFTWARE WILL AUTOMATICALLY BECOME AVAILABLE TO YOU AND YOU WILL HAVE NO RIGHT TO RECEIVE A REFUND OR CANCEL YOUR PURCHASE OF THE SOFTWARE.

IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, WE ARE UNWILLING TO LICENSE THE SOFTWARE TO YOU AND YOU MUST DISCONTINUE INSTALLATION OF THE SOFTWARE NOW AND CLICK ON THE "CANCEL" BUTTON.

1. Grant and scope of licence

- 1.1 In consideration of you agreeing to abide by the terms of this Licence, the Licensor hereby grants to you a non-exclusive, non-transferable licence to use the Software on the terms of this Licence.
- 1.2 You may install and use the Software on one device for your private or, if applicable, internal business purposes only.

2. Licensee's undertakings

- 2.1 Except as expressly set out in this Licence or as permitted by any local law, you undertake:
 - (a) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software;
 - (b) not to make alterations to, or modifications of, the whole or any part of the Software nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
 - (c) not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such things except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by you during such activities:
 - (i) is used only for the purpose of achieving inter-operability of the Software with another software program;
 - (ii) is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it; and

(iii) is not used to create any software which is substantially similar to the Software;

(d) not to provide, or otherwise make available, the Software in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person other than your employees without prior written consent from the Licensor.

2.2 You must permit the Licensor and his representatives, at all reasonable times and on reasonable advance notice, to inspect and have access to any premises, and to the computer equipment located there, at which the Software is being kept or used, and any records kept pursuant to this Licence, for the purpose of ensuring that you are complying with the terms of this Licence.

3. Intellectual property rights

3.1 You acknowledge that all intellectual property rights in the Software throughout the world belong to the Licensor, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software other than the right to use them in accordance with the terms of this Licence.

3.2 You acknowledge that you have no right to have access to the Software in source code form or in unlocked coding or with comments.

3.3 The integrity of this Software is protected by technical protection measures (**TPM**) so that the intellectual property rights, including copyright, in the Software of the Licensor are not misappropriated. You must not attempt in any way to remove or circumvent any such TPM, nor to apply, manufacture for sale, hire, import, distribute, sell, nor let, offer, advertise or expose for sale or hire, nor have in your possession for private or commercial purposes, any means whose sole intended purpose is to facilitate the unauthorised removal or circumvention of such TPM.

4. Warranty

4.1 The Licensor warrants that the Software will at the date it is installed, be free from defects which have a materially adverse impact on the operation of the Software subject to clause 4.4, the Software will, when properly used, perform substantially in accordance with the functions described in the documentation made available with the device onto which the Software is installed.

4.2 Other than as set out above, the Licensor does warrant that: (a) the use of the Software will be secure, timely, uninterrupted or error-free; (b) the Software will meet your expectations; (c) the Software is free of viruses or other harmful components.

4.3 You acknowledge that the Software has not been developed to meet your individual requirements and that it is therefore your responsibility to ensure that the facilities and functions of the Software meet your requirements.

4.4 You acknowledge that the Software may not be free of bugs or errors and you agree that the existence of any minor errors shall not constitute a breach of this Licence.

4.5 If, within 30 days of installation of the Software, you notify the Licensor in writing of any defect or fault in the Software in consequence of which it fails to perform, and such defect or fault does not result from you having amended the Software

or used it in contravention of the terms of this Licence, the Licensor will, at its sole option, repair or replace the Software, provided that you make available all information that may be necessary to assist the Licensor in resolving the defect or fault, including sufficient information to enable the Licensor to recreate the defect or fault.

5. Licensor's liability

5.1 This condition sets out the entire financial liability of the parties (including any liability for the acts or omissions of their respective employees, agents and subcontractors) to each other in respect of:

- (a) any breach of this Licence howsoever arising;
- (b) any use made of the Software by you; and
- (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Licence

5.2 Nothing in this Licence shall limit or exclude the liability of either party for:

- (a) death or personal injury resulting from negligence; or
- (b) fraud or fraudulent misrepresentation; or
- (c) any other matter which cannot, by law, be excluded.

5.3 Without prejudice to condition 5.2, neither party shall under any circumstances whatsoever be liable to the other, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any:

- (a) loss of income;
- (b) loss of business profits or contracts;
- (c) business interruption;
- (d) loss of the use of money or anticipated savings;
- (e) loss of goodwill or reputation;
- (f) loss of, damage to or corruption of data; or
- (g) any indirect or consequential loss or damage;

5.4 Subject to condition 5.2 and condition 5.3, the Licensor's maximum aggregate liability under or in connection with this Licence, or any collateral contract, whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to the fee paid by you for the Software.

5.5 Subject to conditions 5.2, 5.3 and 5.4, the Licensor's liability for infringement of third party intellectual property rights shall be limited to breaches of rights subsisting in the UK.

5.6 This Licence sets out the full extent of the Licensor's obligations and liabilities in respect of the supply of the Software. In particular, there are no conditions,

warranties, representations or other terms, express or implied, that are binding on the Licensor except as specifically stated in this Licence. Any condition, warranty, representation or other term concerning the supply of the Software which might otherwise be implied into, or incorporated in, this Licence, or any collateral contract, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.

6. Termination

6.1 The Licensor may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence.

6.2 Upon termination for any reason:

- (a) all rights granted to you under this Licence shall cease;
- (b) you must cease all activities authorised by this Licence;
- (c) you must immediately pay to the Licensor any sums due to the Licensor under this Licence; and
- (d) you must immediately delete or remove the Software from all computer equipment in your possession and immediately destroy or return to the Licensor (at the Licensor's option) all copies of the Software then in your possession, custody or control and, in the case of destruction, certify to the Licensor that you have done so.

7. Transfer of rights and obligations

7.1 This Licence is binding on you and us and on our respective successors and assigns.

7.2 You may not transfer, assign, charge or otherwise dispose of this Licence, or any of your rights or obligations arising under it, without our prior written consent.

7.3 The Licensor may transfer, assign, charge, sub-contract or otherwise dispose of this Licence, or any of his rights or obligations arising under it, at any time during the term of the Licence.

8. Waiver

8.1 If the Licensor fails, at any time during the term of this Licence, to insist on strict performance of any of your obligations under this Licence, or if the Licensor fails to exercise any of the rights or remedies to which he is entitled under this Licence, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

8.2 A waiver by the Licensor of any default shall not constitute a waiver of any subsequent default.

8.3 No waiver by the Licensor of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

9. Severability

If any of the terms of this Licence are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or

provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

10. Entire agreement

10.1 This Licence and any document expressly referred to in it constitute the whole agreement between us and supersedes any previous arrangement, understanding or agreement between us, relating to the licensing of the Software and Documentation.

10.2 We each acknowledge that, in entering into this Licence (and the documents referred to in it), neither of us relies on any statement, representation, assurance or warranty (Representation) of any person (whether a party to this Licence or not) other than as expressly set out in this Licence or those documents.

10.3 Each of us agrees that the only rights and remedies available to us arising out of or in connection with a Representation shall be for breach of contract as provided in this Licence.

10.4 Nothing in this clause shall limit or exclude any liability for fraud.

11. Law and jurisdiction

This Licence, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and submitted to the non-exclusive jurisdiction of the English courts.