

LIGHTSPRINT SDK EVALUATION VERSION END-USER LICENCE AGREEMENT

1. DEFINITIONS

“Provider” is Lightsprint, s.r.o.

“Customer” is you, either a natural person or legal entity.

“Agreement” is this agreement between the Customer and the Provider.

“Middleware” is a set of libraries, the source code, documentation and samples known as Lightsprint SDK evaluation version.

“Applications” are modules that use or utilize Middleware.

2. GRANT AND RESTRICTIONS OF LICENSE

Provided that the Customer complies with all terms and conditions of the Agreement, the Provider grants the Customer a limited, nonexclusive, nontransferable licence solely to (i) instal Middleware exclusively at the Customer office; (ii) allow Middleware to be used solely by the Customer or employees of the Customer; and (iii) use Middleware solely to serve the Customer’s internal needs as regards Middleware testing and evaluating with the aim to determine whether to purchase a full licence to Middleware or related products.

The Customer agrees NOT to: (i) use or copy Middleware except as provided in this Agreement; (ii) rent, lease, resell, transfer, assign, sublicense, distribute, reverse engineer, decompile, or disassemble Middleware or any of its parts; (iii) attempt to modify or tamper with the normal function of a licence verification system that regulates usage of Middleware.

Any additional files and information transferred by the Provider to the Customer before expiration or termination of the Agreement should be considered as the constituent part of Middleware, and are subject to the provisions and terms of the Agreement. Technical data reported by the Customer to the Provider can be used by the Provider for its internal aims including development of Middleware.

3. COPYRIGHT

Title to Middleware and all copies thereof remain with the Provider or its suppliers. Middleware is copyrighted and is protected by the copyright laws of the Czech Republic and international treaty provisions. The Customer shall not remove any copyright notice from Middleware. The Customer agrees to prevent any unauthorized copying of Middleware. Except as expressly provided herein, the Provider does not grant any express or implied right to the Customer under the Provider’s copyrights, trademarks, or trade secret information.

4. NO WARRANTY

Middleware is provided "as is" with no warranties, express or implied, including but not limited to any implied warranty of merchantability, fitness for a particular purpose, non-infringement of intellectual property rights, or any warranty otherwise arising out of any proposal, specification, or sample.

5. LIMITATION OF LIABILITY

Neither the Provider nor its suppliers shall be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other loss) arising out of the use of or inability to use Middleware, even if the Provider has been advised or should know of the possibility of such damages.

6. TERMINATION

The Agreement will terminate automatically 61 days after the Provider provides the Customer with access to Middleware. The Provider has the right to terminate this Agreement immediately and without any notice if the Customer materially breaches any of the terms of this Agreement.

Upon any such expiration or termination, provided that the Customer hasn't entered into a full licence agreement with the Provider, the Customer shall destroy all its copies of Middleware and destroy or modify the Applications so that the Applications do not use Middleware.

The provisions of sections 3, 4, 5, 6, and 7 shall survive expiration or termination of this Agreement.

7. APPLICABLE LAWS

Any claim arising under or relating to this Agreement shall be governed by the laws of the Czech Republic, without regard to principles of conflict of laws.