

## **USER LICENCE AGREEMENT FOR STONERIDGE ELECTRONICS LTD SOFTWARE PRODUCTS**

**BY OBTAINING AN ACTIVATION CODE AND ENTERING IT TO ACTIVATE THE SOFTWARE PROGRAM LICENCE AND ATTACHING A USB SOFTWARE KEY ("DONGLE") YOU ARE CONFIRMING THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT AND YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. BY INSTALLING THIS SOFTWARE AND STARTING THE PROGRAM YOU ARE CONFIRMING THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT AND YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT.**

By breaking the security seal or otherwise using the Program, you agree to be bound by the terms of the Licence. If you do not agree to be bound by the terms of the Licence, you should NOT break the seal, install, download or otherwise access the Program. However, you may return the Program within 28 days from the purchase date for a full refund.

**Stoneridge Electronics Ltd**, hereinafter referred to as "Stoneridge", hereby grants you (hereinafter referred to as "the Customer"), and the Customer hereby accepts a non-transferable and non-exclusive licence to use the Stoneridge Software Product hereto (the "Program") under the following terms and conditions.

### **1. OWNERSHIP**

The Program (which term as used herein shall include the set of machine readable material, the user documentation, the Dongle and any other related material delivered to the Customer by or on behalf of Stoneridge), as well as the related copyrights or other industrial or intellectual property rights, are the property of Stoneridge, or licensed to Stoneridge with a right to sub-licence to the Customer and constitute a trade secret of Stoneridge or such third party licensor. The Customer acquires no title, right or interest in the Program other than the licence rights granted herein.

### **2. SECURITY**

The Customer shall not remove from the Program any trade mark, trade name, copyright notice or other notice, and shall be responsible for their conservation on the copies received under this Agreement and for their reproduction on any back-up of the Program.

### **3. LICENCE**

For the purposes of the Agreement "use of the Program" shall mean the copying of any portion of the instructions or data contained in the Program by transferring or reading from a medium into a machine in order to process data belonging to the Customer.

Program in source form data file layouts and design documentation of the Program are never considered optional or additional material of the Program and are neither delivered to the Customer nor licensed hereunder.

Under the licence granted to the Customer under this agreement, the Customer has the right to use the Program only in respect of the number of downloads purchased by the customer and associated with the Dongle.

The Customer shall not make any other use of the Program without the prior written permission of Stoneridge.

The Customer may copy, in whole or in part, the Program in machine-readable form, only in those cases in which this should prove necessary for back up and recovery in case of breakdown, provided that such copies shall be used solely on the machine or machines associated with the Dongle (depending on whether the Customer has purchased the PC or Server version of the Program) and provided that such copies contain all notices and markings, including copyright, trade mark, and other proprietary notices as on the original and which copies may not be in use at any time, unless the original is damaged beyond use. Such copies must remain in the Customer's possession and control. Certain Programs however, may include mechanisms to limit or inhibit copying.

The Customer may not copy, either whole or in part, the documentation provided by Stoneridge for the use of the Program and any other printed material supplied by or on behalf of Stoneridge to the Customer. Stoneridge may supply additional copies of this documentation at its rates in force at the time of ordering.

The Customer may not remove or alter any proprietary notices, labels or trade marks on the Program. The Customer may not attempt any error correction or decompilation or modification to the Program to render it interoperable with any other software or hardware or for any other purpose. If the Customer wishes to carry out any such error correction, modification or decompilation, the Customer will first notify Stoneridge and allow Stoneridge at its option to provide the information necessary for such purposes.

The Customer shall be responsible for the safe-keeping of the Dongle. In the event of the loss of the Dongle, Stoneridge will supply a replacement only upon receipt of payment for an additional Dongle with the agreed associated amount of downloads at its rates in force at the time of supply, or as otherwise agreed with Stoneridge.

This Agreement is effective from the date of activation of the Program and lasts for so long as the Customer has valid Downloads associated with the Dongle (unless terminated earlier by Stoneridge in accordance with Section 8 of this Agreement). Downloads associated with the Dongle are valid for 12 months from the date of activation of the Program,

after which they shall expire. Notwithstanding the foregoing, the Customer may not use any Downloads unless this Agreement is in full force and effect as between the Customer and Stoneridge.

**STONERIDGE ADVISES YOU THAT THE PROGRAM CONTAINS SPECIAL SOFTWARE WHICH WILL DENY YOU THE USE OF THE PROGRAMS OR PART OF THE PROGRAMS IN THE EVENT THAT YOU FAIL TO RENEW BY THE DONGLE EXPIRY DATE.**

#### **5. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY**

Stoneridge gives no warranties with respect to the Program licensed hereunder and all implied warranties, including warranty of merchantability and fitness for purpose are hereby excluded. IN NO EVENT WILL STONERIDGE BE LIABLE FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES EVEN IF STONERIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND THE MAXIMUM LIABILITY STONERIDGE SHALL BE LIMITED TO REFUND TO THE CUSTOMER IS THE PRICE PAID BY THE CUSTOMER FOR THE PROGRAM.

#### **6. THIRD PARTY LICENCES**

The Customer's use of the Program, in accordance with this Agreement, shall comply with the Microsoft SQL Server 2005 Express Terms ( <http://www.microsoft.com/sqlserver/2005/en/us/express-redistribute.aspx> ) insofar as required to protect the Distributable Code (as defined in such Terms) including but not limited to Condition 2 of such Terms.

#### **7. ASSIGNATION OF THE AGREEMENT**

This Agreement and any licences granted hereunder to the Customer may not be assigned, sublicensed or otherwise transferred by the Customer to any third party without the prior written consent of Stoneridge. Stoneridge may assign or transfer its rights and obligations under this Agreement to any Stoneridge subsidiary.

#### **8. TERMINATION OF AGREEMENT**

The Agreement and the licences granted hereunder may be terminated forthwith by Stoneridge by written notice to the Customer in any of the following situations:

- (a) in case of breach by the Customer of any provision of this Agreement; or
- (b) in case of non-payment by the Customer in due time of any sum due from the Customer in consideration of delivery and licence of the Program or the annual fee in respect of Program Support and Maintenance.

Upon termination of this Agreement, Stoneridge reserves the right to take any legal action necessary to recover any outstanding debts payable to Stoneridge or any damages incurred by Stoneridge.

Upon termination of this Agreement and of the licence granted hereunder, the Customer shall refrain from any further use of the Program and Stoneridge shall require the return of the Dongle, any copy of the Program, in any form, in the possession of the Customer.

The provision of Section 2 shall survive the termination of this Agreement.

#### **9. MODIFICATION**

No modification or addition to this Agreement shall be binding on the parties to this Agreement unless specifically agreed upon, in writing, by the parties themselves.

#### **10. SEVERABILITY**

In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications of the same are received by either Stoneridge or the Customer, such provision shall be modified or limited in its effect to the extent necessary to cause it to be enforceable. If any such provision cannot be so modified or limited, then such provision shall be severed, and the remainder of this Agreement shall remain in full force and effect.

#### **11. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior representations, warranties, conditions, agreements and understandings, whether oral or written, express or implied, relating to such subject matter.

#### **12. NOTICES**

All notices pursuant to this Agreement shall be sent by fax or email and will only be effective upon receipt provided that the fax or email is confirmed by letter sent to the registered office of the party in question or as otherwise notified by the other party, by courier within 24 hours of faxing or emailing.

#### **13. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with Scots law, save where the Customer's principal place of business is in England and Wales, where this Agreement shall be governed by and construed in accordance with English law.