

NXPowerLite QuickScan

Evaluation Agreement

NOTICE TO USER: PLEASE READ THIS LICENSE CAREFULLY. BY DOWNLOADING AND/OR USING ALL OR ANY PORTION OF THE SOFTWARE AND/OR USING A SUPPLIED ENCRYPTED KEY YOU ("LICENSEE") ACCEPT THE FOLLOWING TERMS FROM NEUXPOWER SOLUTIONS LIMITED ("NEUXPOWER"). YOU AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS LICENSE. YOU AGREE THAT IT IS ENFORCEABLE AS IF IT WERE A WRITTEN NEGOTIATED LICENSE SIGNED BY YOU. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT USE THE SOFTWARE.

WHEREAS IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS

- 1.1 "Software" means (a) all of the contents of the electronic materials, files, which you access or download.
- 1.2 "Documentation" means related explanatory electronic materials or files which you download from the web.
- 1.3 "Use" or "Using" means to access, install, download or otherwise benefit from using the functionality of the Software in accordance with the Documentation.

2. Evaluation Licence. Neuxpower hereby grants to you a non-exclusive, temporary, non-transferable, non-assignable right, to Use the Software and Documentation internally solely for evaluation purposes.
3. Licence Restrictions. You agree that you will not yourself, or through any intermediate or ultimate holding company, subsidiary, subsidiary of any such holding company, agent or other third party, sell, lease, licence, sub-licence, encumber or otherwise deal with any portion of the Software or Documentation, decompile, disassemble, or reverse engineer any portion of the Software, or write or develop any derivative software or any other software program based on the Software or confidential information provided by Neuxpower. Customer further agrees that it shall not, and shall procure that its subsidiaries and holding companies and any third party under its control shall not use any of the Software, the Documentation and/or the ideas, concepts and know-how contained therein which are retained in the memories of Customer's employees in any of its business activities.
4. Termination. Neuxpower may terminate this Evaluation Licence immediately in the event that you breach any term herein. Upon any such termination, you shall forthwith discontinue your use of the Software and the Documentation and return all media to Neuxpower. Clauses 3, 5, 6, and 7 shall survive termination of this Evaluation Licence.
5. Intellectual Property Rights. Neuxpower shall have sole and exclusive ownership of all right, title, and interest in and to the Software and the Documentation, including all copyright and any other intellectual property rights therein. This Evaluation Licence conveys a limited Licence to Use the Software and shall not be construed to convey title to or ownership of the Software to you. All rights in and to the Software not expressly granted to you are reserved by Neuxpower. The Software and Documentation is protected by copyright, trademark, patent, and/or other intellectual property laws, and any unauthorized use of it may violate such laws and these terms of Use. Except as expressly provided herein, Neuxpower does not grant any express or implied rights to use the Software.
6. EXCLUSION OF WARRANTY. THE SOFTWARE AND DOCUMENTATION ARE PROVIDED TO YOU FOR EVALUATION PURPOSES ONLY. YOU AGREE THAT NEUXPOWER HAS PROVIDED NO EXPRESS OR IMPLIED WARRANTIES, ORAL OR WRITTEN, TO YOU REGARDING THE SOFTWARE OR DOCUMENTATION AND THAT BOTH ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. NEUXPOWER HEREBY DISCLAIMS ALL WARRANTIES WITH REGARD TO THE SOFTWARE AND DOCUMENTATION, EXPRESS, STATUTORY OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF THIRD PARTY RIGHTS. ADDITIONALLY, YOU HEREBY ACKNOWLEDGE AND AGREE THAT THE SOFTWARE CONTAINS RESTRICTIONS AND LIMITATIONS WHICH ARE CONSISTENT WITH EVALUATION SOFTWARE.
7. LIMITATION OF LIABILITY. NEUXPOWER SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF PROFITS AND GOODWILL, BUSINESS OR BUSINESS BENEFIT EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
8. General. This Evaluation Licence constitutes the entire agreement between Neuxpower and you in relation to the evaluation of the Software. This Evaluation Licence shall be governed by and construed in accordance with and the parties hereby submit to the exclusive jurisdiction of the laws of England and Wales.