

# **Microcosm Dinkey Hardware and Software System End User Licence Agreement**

The Dinkey Hardware and Software System (hereafter referred to as “Dinkey”) is licensed by Microcosm only on the condition that the Licensee agrees to the terms set forth in this agreement. Please read this agreement carefully before using the contents of the package and/or before downloading or installing the software product.

## ***1. The Licence***

Microcosm has full title to the Dinkey software. Microcosm agrees to grant, and the Licensee agrees to accept on the following terms and conditions a non-transferable and non-exclusive licence to use Dinkey. The Dinkey software remains the property of Microcosm though this does not imply that Microcosm owns the media on which the programs are recorded.

By opening the package containing the products and/or by downloading the software and/or by installing the software on their computer and/or by using the product, the Licensee is accepting this agreement and agreeing to be bound by its terms and conditions.

## ***2. Restrictions on Use***

The Licence authorises the Licensee to use Dinkey to protect products, so long as those products are the property of, licensed to, or for sale by the Licensee.

## ***3. Distribution to Third Parties***

The Licensee is permitted to distribute to their customers the hardware dongle component of the Dinkey system and the necessary protected Runtime modules and DinkeyChange modules.

## ***4. Modifications***

The Licensee may not modify Dinkey software without the express permission of Microcosm. Microcosm and Microcosm distributors will not provide any support or guarantee for Dinkey software that has been so modified.

## ***5. Copyright, Trademark & Trade Name***

Dinkey is the Trademark of Microcosm. The copyright to Dinkey is fully owned by Microcosm. The Licensee agrees not to remove any copyright notices or any confidential or proprietary trademarks or trade names from Dinkey.

## ***6. Non-disclosure***

The Licensee agrees not to provide, disclose or otherwise make available any information regarding the techniques used by Dinkey to anyone other than to the Licensee's employees. The Licensee further agrees that all copies of Dinkey software will be strictly safeguarded against disclosure to, or use by, persons not authorised by Microcosm to use the Dinkey and that the Licensee will take such steps as are necessary to ensure that the provisions of this agreement are not violated by any employee of the Licensee. The Licensee recognises that any unauthorised copying or disclosure of Dinkey or trade secrets will cause great damage to Microcosm and that this damage may greatly exceed the licence fee paid by the Licensee and that injunctive relief may be appropriate to prevent such unauthorised copying or disclosure.

## ***7. Term***

The Licence granted under this agreement is effective from the date on which the package and/or downloading or installing the Dinkey software product occurs. The Licensee may terminate the Licence at any time. Microcosm may terminate the Licence at any time without compensation if the customer fails to comply with any of the terms of this agreement.

## ***8. Enhancements & Updates***

From time to time, Microcosm may advise the Licensee of enhancements and updates to Dinkey software. Such enhancements will be made available to the Licensee free of charge.

## ***9. Limitations of Warranty & Liability***

Apart from any statutory obligations, because of the diversity of hardware, software and conditions under which the software may be used, Microcosm cannot make any warranties, either express or implied, with respect to Dinkey software, its quality, performance, merchantability or fitness for any particular use. Dinkey is licensed "as is" and with all faults. In no event will Microcosm be liable for direct, indirect, incidental or consequential damage resulting from any defect in Dinkey even if Microcosm had been advised of the possibility of such damages. The Licensee is advised to fully test the product after adding copy protection. In all events liability is limited to the original purchase price of the software. All other warranties are excluded.

## ***10. Governing Law***

This agreement constitutes the entire agreement between the parties and supersedes any prior agreement. This agreement may only be changed by mutual written consent. This agreement shall be construed, interpreted and governed by the laws of England.