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In addition to the Software specified in the activation and ordering terms, the term Software includes any other programs, tools, components and any developments, improvements or updates (for example, documentation, help content, bug fixes, or other information and releases) of the Software that SiRRAN may provide or make available to you.

Use of the Software is limited to the following purposes: the provision of a private mobile radio network. Except as expressly allowed herein, you are not licensed or permitted under this Agreement to do any of the following and must not allow any third party to do any of the following: (i) access or attempt to access any other SiRRAN systems or software, programs or data that are not made available to you for public or private use; (ii) copy, reproduce, republish, upload, post, transmit, license, sublicense, modify or create derivative works based on the Software in whole or in part, resell or distribute in any way the Software;

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You shall permit SiRRAN to inspect and have access to any premises (and to the computer equipment located there) at or on which the Software is being kept or used, and have access to any records kept in connection with this Agreement, for the purposes of ensuring that you are complying with the terms of this Agreement, provided that SiRRAN provides reasonable advance notice to you of such inspections, which shall take place at reasonable times

You shall not export, directly or indirectly, any technical data acquired from SiRRAN under this agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations (**Export Control Laws**), including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval. You hereby undertake:

(a) contractually to oblige any third party to whom you disclose or transfer any such data or products to make an undertaking to you in similar terms to the one set out above; and

(b) if requested, to provide SiRRAN with any reasonable assistance to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

**3. SiRRAN SERVICES.** You may be made aware of or offered services, features, products, applications, online communities, or promotions provided by SiRRAN ("SiRRAN Services"). If you decide to use SiRRAN Services, you may be subject to additional terms and conditions governing these SiRRAN Services and separate fees may apply. You acknowledge that in accessing certain SiRRAN Services you may upload or enter certain data from our service through or by the Internet. You may be required to grant SiRRAN permission to use information about your business and usage experience to enable us to provide the SiRRAN Services to you.

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You shall indemnify SiRRAN and hold SiRRAN harmless against any loss or damage which it may or suffer or incur as a result of your breach of any of the terms of this agreement howsoever arising.

**12. HARDWARE AND SOFTWARE REQUIREMENTS.** In order to operate the Software you will need an Intel-based hardware platform that supports Linux. You are responsible for the installation of the Software onto your own hardware and devices.

**13. AMENDMENT.** SiRRAN has the right to change or add to the terms of this Agreement, and to change, delete, discontinue, or impose conditions on any feature or aspect of the Software, including but not limited to, terms, Internet based services, pricing, technical support options, and other product-related policies, at any time upon notice by any means SiRRAN determines in its discretion to be reasonable, including posting information concerning such change on any SiRRAN sponsored website. Your continued use of the Software after SiRRAN's publication of any such changes shall constitute your acceptance of this Agreement as modified.

**14. TERMINATION.** Your rights under this Agreement may be terminated or suspended by SiRRAN immediately and without notice if you or any of your authorized users fail to comply with any term or condition of this Agreement. Upon termination you must immediately cease using the Software. Any termination of this Agreement shall not affect SiRRAN's rights hereunder. If you choose to cancel your access to the Software or any part thereof, you must do so in accordance with the terms set out in the activation and ordering terms for the specific Software product you have selected.

**15. THIRD PARTY SERVICES.** In connection with your use of the Software, you may be made aware of services or products provided by third parties, and not by SiRRAN ("Third Party Services"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions relating to such Third Party Services. SiRRAN is not responsible for interruptions or conflicts between any Third Party Services and the Software.

**16. GOVERNING LAW.** - This Agreement shall be subject to, and construed in accordance with, the laws of England. Any provision of this Agreement which is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable shall not affect the validity of any other provision hereof, and this Agreement shall be deemed to be amended as necessary to delete such illegal, invalid, or unenforceable provision. The parties hereby consent to the exclusive jurisdiction of the English courts.

**17. INJUNCTIVE RELIEF.** The Licensee acknowledges that the Software comprises unique, confidential, and valuable assets and trade secrets of SiRRAN and SiRRAN shall have the right to obtain all equitable and legal redress which may be available to it for the breach or threatened breach of this Agreement or SiRRAN's rights in the Software, including, without limitation, injunctive relief.

**18. MISCELLANEOUS.** This Agreement is the complete agreement between you and SiRRAN and sets forth the entire liability of SiRRAN, its associates and its suppliers and your exclusive remedy with respect to the Software and its use. Any modification or waiver of the terms herein must be in a writing signed by an authorized representative of SiRRAN and expressly referencing the applicable provisions of this Agreement. This Agreement may not be assigned by you without the prior written approval of SiRRAN, but may be assigned without your consent by SiRRAN to (a) a parent company or direct or indirect subsidiary, (b) in an acquisition of the assets including the Software, in whole or in part, (c) a successor by merger. Any assignment in violation of this clause will be void.

IN WITNESS WHEREOF, the undersigned have caused this End User License Agreement to be executed as of the date set forth above.

**LICENSOR**

**LICENSEE**

**SiRRAN Communications Ltd**

\_\_\_\_\_

**Signed:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_