

TRIAL LICENCE

1. Definitions and Interpretation

Agreement means these terms and conditions;

Permitted Purpose means the use by the Customer of SelExL for the purpose of testing during the Trial Period the use of SelExL for extracting data from one database and (if required) the loading of such data to another database either in respect of its own data;

SelExL means the version identified on the web site download page of the extraction and loading referentially correct data software together with any user documentation (whether electronic or manual);

Trial Period means 30 days from the date that the Customer downloads SelExL from the Web Site;

Use means to install, load and run SelExL in accordance with the terms of this Agreement;

User Documentation means the electronic help documentation provided with SelExL as may be amended by Christallize from time to time;

Web Site means the web site identified by the URL christallize.com.

2. Licence

In consideration of the Customer's compliance with its obligations under this Agreement, Christallize grant to the Customer a non-exclusive, personal and terminable licence to Use SelExL for the Permitted Purpose during the Trial Period.

3. Customer obligations

3.1 The Customer shall not:

- a. sub-license, assign, rent, lease SelExL or transfer the licence granted hereunder or make or distribute copies of SelExL;
- b. translate, reverse engineer, copy, decompile, disassemble, modify or create derivative works based on SelExL except as permitted by law;
- c. copy, adapt or amend the User Documentation (except as provided by this Agreement).

3.2 The Customer acknowledges and accepts that:

- a. it is responsible for ensuring that it has the necessary operating and database platform needed to Use SelExL in accordance with this Agreement;
- b. SelExL is provided "as is" and that it is the Customer's responsibility to ensure that SelExL is suitable for its needs (including carrying out the Services).

4. Title and IPR

4.1 The Customer acknowledges and accepts that nothing in this Agreement shall give the Customer (other than the licence granted pursuant to clause 2) any right, title or interest in SelExL.

4.2 The Customer acknowledges that any and all of the copyright, trade marks, trade names, patents and other intellectual property rights subsisting in or used in connection with SelExL including the User Documentation, are and shall remain the sole property of Christallize. The Customer shall not during or at any time after the expiry or termination of this Agreement in any way question or dispute the ownership by Christallize thereof. This clause shall survive termination of this Agreement.

5. Disclaimer

- 5.1 Christallize does not warrant that SelExL will meet the Customer's requirements or that its operation will be uninterrupted or error free and the Customer agrees that the existence of such interruptions or errors shall not constitute a breach of this Agreement by Christallize.
- 5.2 Christallize hereby excludes and expressly disclaims all express and implied warranties or conditions not stated herein, so far as such exclusion is or disclaimer is permitted under law.
- 5.3 Christallize warrants that there are no disabling programs or devices in SelExL.

6. Liability

6.1 The Customer acknowledges and accepts that SelExL is being provided "as is" and for the purpose of allowing the Customer to consider whether it wishes to enter into a full licence with

Christallize. Consequently, the Customer acknowledges and accepts that Christallize excludes all liability to the Customer to the fullest extent permitted by law.

6.2 In no event shall Christallize be liable to the Customer for any indirect or consequential damages even if Christallize has been advised of the possibility of such damages. In particular, Christallize accepts no liability for any programs or data made, transferred, extracted, loaded or stored using SelExL nor for the costs of recovering or replacing such programs or data.

6.3 Nothing in this clause 6 limits Christallize's liability to the Customer in the event of death or personal injury resulting from Christallize's negligence.

7. Termination

7.1 This Agreement shall terminate automatically:

- a. at the end of the Trial Period; or
- b. if the Customer fails to comply with any provisions of this Agreement and (if required by Christallize) fails to remedy the same within 1 day of receiving a notice from Christallize to do so; or
- c. if the Customer destroys the copies of SelExL in its possession; or
- d. If the Customer voluntarily returns SelExL to Christallize.

7.2 In the event of termination in accordance with clause 7.1 the Customer must destroy or delete all copies of SelExL from all storage media in its possession.

8. 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 party from any relevant competent authority such provision may be severed from this agreement and the remaining provisions of this agreement shall remain in full force and effect.

9. Entire Agreement

This Agreement constitutes the complete and exclusive statement of the agreement between the parties with respect to the subject matter hereof and supersedes all proposals, representations, understandings and prior agreements, whether oral or written, and all other communications between the parties relating thereto.

10. Assignment

This Agreement is personal to the Customer and the Customer may not assign, transfer, sub-contract or otherwise part with this Agreement or any right or obligation under it without Christallize's prior written consent.

11. Law and Disputes

This Agreement and all matters arising from it are governed by and construed in accordance with the laws of England and Wales whose courts shall have non-exclusive jurisdiction over all disputes arising in connection with this Agreement.

12. Confidentiality.

12.1 All information, data, drawings, specifications, documentation, software listings, source or object code which Christallize may have imparted and may from time to time impart to the Customer relating to SelExL is proprietary and confidential. The Customer hereby agrees that it shall use the same solely in accordance with the provisions of this Agreement and that it shall not at any time during or after expiry or termination of this Agreement, disclose the same, whether directly or indirectly, to any third party without Christallize's prior written consent.

12.2 The foregoing provisions shall not prevent the disclosure or use by the Customer of any information which is or hereafter, through no fault of the Customer, becomes public knowledge or to the extent permitted by law.