
END USER LICENCE AGREEMENT

PLEASE READ THIS CAREFULLY BEFORE INSTALLING SOFTWARE OR USING HARDWARE PROVIDED TO YOU BY DISPLAYNOTE TECHNOLOGIES. BY USING THE SOFTWARE OR HARDWARE PROVIDED TO YOU, YOU AGREE TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT.

This licence agreement (“**Licence**”) is a legal agreement between you (“**Licensee**” or “**you**”) and **DISPLAYNOTE TECHNOLOGIES LIMITED** of Innovation Centre, NI Science Park, Belfast, Northern Ireland BT3 9DT (“**Licensor**”, “**us**” or “**we**”)

1. Definitions and Interpretation

1. In these terms and conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Account”	means collectively the personal information, payment information and credentials used by the Licensee to access the Software;
“Agreement”	means the binding agreement that shall come into effect between the Licensee and the Licensor following the Licensee’s acceptance of these terms and conditions and which shall incorporate these terms and conditions;
“Cloud Services”	means collectively the online facilities, tools, services or information that the Licensor makes available either now or in the future;
“Content”	means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored or sent to a computer;
“Software”	means the Licensor’s software comprising of a desktop, mobile or a preinstalled application provided on hardware enabling wireless display between connecting devices.
“Software Licence(s)”	means a licence key(s), registration code(s) or serial number supplied by the Licensor for the Software (which may include Cloud Services) to enable use of the Software by the Licensee according to the type of Software Licence purchased by the Licensee.
“Subscription Fee”	means the sum of money paid by the Licensee to enable them to access the Cloud Services within the Software;
“Subscription Period”	means the period for which a subscription has been purchased.

2. Property of the Licensor

You may obtain a copy of the Software by downloading it from our website or by using hardware where the Software is preinstalled. The copyright, database rights and any other intellectual property rights (including, but not limited to, trademarks, patents and designs) in the programs and data which constitute the Software are and remain the property of the Licensor. You are licensed to use the Software only if you accept all of the terms and conditions set out below.

3. Licence Acceptance Procedure

By continuing the installation of the Software or by using hardware where the Software is preinstalled, you indicate your acceptance of this Licence Agreement and the limited warranty and limitation of liability set out in herein. Such acceptance is either on your own behalf or on behalf of any corporate

entity which employs you or which you represent. If you do not agree to the terms of this licence, we will not license the Software to you and you must discontinue the use of the hardware or installation process now.

4. Licence

Provided that you have paid the applicable licence fee, the Licensor grants to you a non-exclusive licence to use the Software as provided preinstalled with hardware and to install a desktop or mobile application for use on computer(s) or device(s) owned, leased and/or controlled by you.

5. Licence Restrictions

You may not use, copy, modify or transfer the Software (including any related documentation) or any copy, in whole or in part, including any print-out of all or part of any database, except as expressly provided for in this Licence Agreement. If you transfer possession of any copy of the Software to another party, your licence is automatically terminated. You may not translate, reverse engineer, decompile, disassemble, modify or create derivative works based on the Software, except as expressly permitted by the law of this Licence Agreement. You may not vary, delete or obscure any notices of proprietary rights or any product identification or restrictions on or in the Software.

6. Transfer

- 6.1 The Software is licenced only to you. You may not rent, lease, sub-licence, sell, assign, pledge, transfer or otherwise dispose of the Software, on a temporary or permanent basis, without the prior written consent of the Licensor.
- 6.2 We may transfer our rights and obligations under this Licence to another organisation, but this will not affect your rights or our obligations under this Licence

7. Access to the Software

In order to use the Software and to submit or create Content, you may be required to create an Account and to submit certain personal details. By accepting these terms and conditions you represent and warrant that the means by which you identify yourself does not violate any part of these terms and conditions or any applicable laws.

8. Provision of Cloud Services

1. Subject to the type of Software License purchased by you, we shall use our best and reasonable endeavours to provide Cloud Services on an error-free basis and without interruption.
2. Notwithstanding sub-Clause 8.1, we do not provide any guarantee that provision of the Cloud Services shall be error-free or without interruption and reserves the right to alter or suspend provision of the Cloud Services without prior notice to you. By accepting these terms and conditions you acknowledge that the Cloud Services may change in form or nature at any time.
3. The Cloud Services are provided “as is” and on an “as available” basis. We give no warranty that the Cloud Services will be free of defects and or faults.
4. We accept no liability for any disruption or non-availability of the Cloud Services resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.
5. We shall have the right, exercisable at our sole discretion, to terminate provision of the

Cloud Services without prior notice to you.

6. Notwithstanding our right to perform any of the actions detailed in this Clause without prior notice, we shall use our best and reasonable endeavours to provide such notice whenever possible.
7. The Cloud Services commence on the date that the Software Licence was provided to you and is subject to the type and Subscription Period of your Software Licence.
8. The Licensor reserves the right to change Subscription Fees from time to time and any such changes may affect the Licensee's future subscription rates.

9. User Content and Intellectual Property

1. When using the Cloud Services to create Content, you should do so in accordance with the following rules:
 1. you must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, sexual in nature, threatening, harassing, defamatory or fraudulent;
 2. you must not submit Content that may contain viruses that may damage or disrupt software, computer hardware or communications networks;
 3. We have the right, but not the obligation to pre or post-screen Content submitted or created by Licensees and may flag or filter any Content that it deems appropriate.
 4. If any Content is found to be in breach of these terms and conditions, we reserve the right to remove it without notice and may, at its sole discretion, terminate the responsible User's access to the Cloud Services.
 5. By submitting or creating Content you warrant and represent that you are the author of such Content and / or that they have acquired all of the appropriate rights and / or permissions to use the Content in this fashion. We accept no responsibility or liability for any infringement of third party rights by such Content.

10. Ownership of Software and Copies

The Software and related documentation are copyrighted works of authorship, and are also protected under applicable database laws. The Licensor retains ownership of the Software, all subsequent copies of the Software and all intellectual property rights subsisting therein, regardless of the form in which the copies may exist. This Licence Agreement is not a sale of the original Software or any copies thereof.

11. Undertakings

You undertake to:

1. Use the Software only within the bounds of the terms and conditions of this Licence Agreement;
2. Ensure that, prior to use of the Software by your employees or agents (where relevant), all such parties are notified of the terms and conditions of this Licence Agreement; and
3. Reproduce and include our copyright notice (or such other party's copyright notice as specified on the Software) on all and any copies of the Software, including any partial copies of the Software.

12. Limited Warranty

We warrant that:

1. the Software will, when properly used on an operating system for which it was designed, perform substantially in accordance with the functions described on our website for a period of 30 days from the date that the Software License was provided to you (“Warranty Period”);
2. if, within the Warranty Period, you notify us in writing of any defect or fault in the Software as a result of which it fails to perform substantially in accordance with the description on our website, we will, at our sole option, either repair or replace the Software, provided that you make available all the information that may be necessary to help us to remedy the defect or fault, including sufficient information to enable us to recreate the defect or fault. For the purposes of any warranty claims or queries, please contact us.
3. The Licensor will also indemnify you for personal injury or death solely and directly caused by any defect in its products or the negligence of its employees.
4. The Licensor shall not be liable under the said warranty above if the Software fails to operate in accordance with the said warranty as a result of any modification, variation or addition to the Software not performed by the Licensor or caused by any abuse, corruption or incorrect use of the Software, including use of the Software with equipment or other software which is incompatible.

13. No Other Warranties

The foregoing warranty is made in lieu of any other warranties, representations or guarantees of any kind, whether expressed or implied, including, but not limited to, any implied warranties of quality, merchantability, fitness for a particular purpose or ability to achieve a particular result. You assume the entire risk as to the quality and performance of the Software. The Licensor does not warrant that the Software will meet your requirements or that its operation will be uninterrupted or error free.

14. Limitation of Liability

The Licensor’s entire liability and your exclusive remedy shall be:

1. The replacement of any Installation Media either with new Installation Media or with the download of the required installation.
2. Other than Clause 12.3 and 15 of this Agreement our maximum aggregate liability under or in connection with this Licence whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to the licence fee or Subscription Fee (if any) paid by you for the Software.

15. Exclusion of Liability

Except in respect of personal injury or death caused directly by the negligence of the Licensor or its employees, in no event will the Licensor be liable to you for any damages, including any lost profits, lost savings, loss of data or any indirect, special, incidental or consequential damages arising out of the use of or inability to use the Software, even if the Licensor has been advised of the possibility of such damages. Nothing in this Licence Agreement limits liability for fraudulent misrepresentation.

16. Your Statutory Rights

This Licence Agreement gives you specific legal rights and you may also have other rights that vary from country to country. Some jurisdictions do not allow the exclusion of implied warranties, or certain kinds of limitations or exclusions of liability, so the above limitations and exclusions may not

apply to you. Other jurisdictions allow limitations and exclusions subject to certain conditions. In such a case the above limitations and exclusions shall apply to the fullest extent permitted by the laws of such applicable jurisdictions. If any part of the above limitations or exclusions is held to be void or unenforceable, such part shall be deemed to be deleted from this Licence Agreement and the remainder of the limitation or exclusion shall continue in full force and effect. Any rights that you may have as a consumer (i.e. a purchaser for private as opposed to business, academic or government use) are not affected.

17. Privacy

Use of the Software and the Cloud Services is also governed by the Licensor's Privacy Policy and Data Protection Policy which is available at www.displaynote.com.

18. Term

This Licence Agreement is effective until terminated. You may terminate it at any time by destroying the Software together with all copies in any form. It will also terminate upon conditions set out elsewhere in this Licence Agreement or if you fail to comply with any term or condition of this Licence Agreement or if you voluntarily return the Software to the Licensor. You agree upon such termination to destroy the Software together with all copies in any form.

19. General

- 19.1 Each party irrevocably agrees that the courts of the country of registration of the Licensor, its subsidiary office shall have exclusive jurisdiction to resolve any controversy or claim of whatever nature arising out of or in relation to this Licence Agreement and the place of performance of this Licence Agreement shall be that country and that the laws of that country shall govern such controversy or claim.
- 19.2 This Licence Agreement constitutes the complete and exclusive statement of the Licence Agreement between the Licensor and you with respect to the subject matter of this Licence Agreement and supersedes all proposals, representations, understandings and prior agreements, whether oral or written, and all other communications between us relating to that subject matter.
- 19.3 Any Clause in this Licence Agreement that is found to be invalid or unenforceable shall be deemed deleted and the remainder of this Licence Agreement shall not be affected by that deletion.
- 19.4 Failure or neglect by either party to exercise any of its rights or remedies under this Licence Agreement will not be construed as a waiver of that party's rights nor in any way affect the validity of the whole or part of this Licence Agreement nor prejudice that party's right to take subsequent action.

Any questions concerning this Licence Agreement or the Software should be directed to the Licensor. Contact details are available from www.displaynote.com