

LITRON LASERS LIMITED – END USER LICENCE AGREEMENT FOR LASER SOFTWARE

This licence agreement (**Licence**) is a legal agreement between you (**Licensee, you or your**) and Litron Lasers Limited of 8 Consul Road, Rugby, Warwickshire, CV21 1PB, a company incorporated and registered in England and Wales under company number 03395353 (**Licensor, us, we or our**) for:

- computer software which enables the control of a laser system or systems designed and/or manufactured by Litron Lasers Limited, including all data, assets, processes, configurations, features, forms and functionality incorporated into such software (**Software**); and
- the documentation and other materials supplied with the Software, including in particular any USB flash drives and user documentation (including all user manuals and programming description manuals) supplied by us or a third party on our behalf for the purpose of facilitating use of the Software (**Materials**).

We license use of the Software and Materials to you on the basis of this Licence. We do not sell the Software or Materials to you. We remain the owners of the Software and Materials at all times.

OPERATING SYSTEM REQUIREMENTS: PLEASE CHECK THE MATERIALS FOR DETAILS AS TO ANY REQUIREMENTS OF YOUR OPERATING SYSTEM FOR USE WITH THIS SOFTWARE.

Please read this Licence carefully before using the Software. Your access to, and use of, the Software shall constitute your acceptance to be legally bound by the terms of this Licence. We recommend that you print a copy of this Licence for future reference.

If you do not accept the terms of this Licence, you may not access or use the Software.

If you have any queries about this Licence, please contact us by writing to us at the address provided above or via email at sales@litron.co.uk .

1. GRANT AND SCOPE OF LICENCE

- 1.1 We own all right, title and interest in the Software and hereby grant to you a non-exclusive, personal, non-transferable licence to use the Software and the Materials subject to, and in accordance with, the terms and conditions of this Licence.
- 1.2 The licence granted in condition 1.1 above, is personal to you. You are not entitled to sub-license, transfer or assign the licence without our prior written consent.
- 1.3 Subject to your compliance with the terms of this Licence, you may:
 - 1.3.1 install and use the Software on one or more devices for the sole purpose of controlling and operating the Litron laser system supplied to you by Litron Lasers Limited at the time of supplying this Software (the "**Litron Laser**");
 - 1.3.2 where applicable, integrate the Software with your own or a third party software applications for the sole purpose of enabling control and operation of the Litron Laser; and
 - 1.3.3 use the Materials solely in connection with the operation and control of the Litron Laser.

2. RESTRICTIONS

- 2.1 Except as expressly set out in this Licence or as permitted by any local law, you undertake:
 - 2.1.1 not to copy the Software or Materials except where such copying is incidental to normal use of the Software, or where it is necessary for the purpose of back-up or operational security;
 - 2.1.2 not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software or Materials;

- 2.1.3 not to make alterations to, or modifications of, the whole or any part of the Software;
- 2.1.4 not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving interoperability of the Software with another software program, and provided that the information obtained by you during such activities:
 - (a) is used only for the purpose of achieving inter-operability of the Software with another software program; and
 - (b) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
 - (c) is not used to create any software which is substantially similar to the Software;
- 2.1.5 not to access all or any part of the Software or the Materials in order to build a product or service which directly or indirectly competes with the laser system(s) that the Software has been designed to control;
- 2.1.6 to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;
- 2.1.7 to supervise and control use of the Software and ensure that the Software is used by your employees and representatives in accordance with the terms of this Licence;
- 2.1.8 to include our copyright notice on all entire and partial copies you make of the Software on any medium;
- 2.1.9 not to provide or otherwise make available the Software in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person other than your employees without prior written consent from us; and
- 2.1.10 to comply with all applicable laws, regulations, standards and codes governing the use of the Software and any associated laser system.

3. **INTELLECTUAL PROPERTY RIGHTS**

- 3.1 You acknowledge that all intellectual property rights in the Software and the Materials anywhere in the world belong to us, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software or the Materials other than the right to use them in accordance with the terms of this Licence.
- 3.2 You acknowledge that you have no right to have access to the Software in source code form.
- 3.3 We warrant that your use of the Software in accordance with the terms of this Agreement will not infringe the intellectual property rights of a third party. This warranty excludes any third party intellectual property infringement claim which may arise due to your integration of the Software with third party software and/or your unauthorised modification of, or amendment to, the Software.

4. **LIMITED WARRANTY**

- 4.1 We warrant that the Software will, when properly used and on an operating system for which it was designed, perform substantially in accordance with the functions described in the Software specification contained in the Materials for a period of 12 months from the date on which the Software is supplied to you (**Warranty Period**).
- 4.2 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 Materials, 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.

4.3 The warranty does not apply:

4.3.1 if the defect or fault in the Software results from you having altered or modified the Software, or you integrating the Software with your own or third party software; or

4.3.2 if the defect or fault in the Software results from you having otherwise used the Software in breach of the terms of this Licence.

4.4 Other than as expressly set out in this condition 4 and subject to condition 6.2, all conditions, warranties and terms, whether express or implied by statute, common law or otherwise (including in each case any implied conditions, warranties or terms relating to quality, fitness for any particular purpose, reasonable care and skill or ability to achieve a particular result), are excluded to the fullest extent allowed by applicable law.

5. **SAFE OPERATION OF THE SOFTWARE AND LASER**

5.1 **You acknowledge that the operation of the Software and the Litron Laser may pose potential hazards.** It is your responsibility to:

5.1.1 read the user manual contained within the Materials and will fully and accurately comply with all instructions for the operation and use of the Litron Laser and Software as set out set out therein;

5.1.2 comply with all applicable safety laws, regulations, standards and codes governing the use of the Software and the Laser, including the Health and Safety at Work Act 1974;

5.1.3 ensure that any individual who may use the Software has received adequate training in the safe use of the Software and the Laser; and

5.1.4 implement appropriate safety measures to prevent unauthorised access to the Software and the Laser.

5.2 You acknowledge that:

5.2.1 the Software has been developed and is provided for the sole purpose of controlling the Laser, and is not intended for use with any other system or application;

5.2.2 we only supply the Software and Materials for internal business use, and you will not use the Software or Materials for any re-sale purposes; and

5.2.3 the Software has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Materials meet your requirements.

6. **LIMITATION OF LIABILITY**

6.1 We shall not in any circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licence for:

6.1.1 loss of profits, sales, business, or revenue;

6.1.2 business interruption;

6.1.3 loss of anticipated savings;

6.1.4 wasted expenditure; or

6.1.5 loss of business opportunity, goodwill or reputation;

whether any of the losses set out in condition 6.1.1 to condition 6.1.5 are direct or indirect; or

6.1.6 any special, indirect or consequential loss, damage, charges or expenses.

6.2 Nothing in this Licence shall limit or exclude our liability for:

6.2.1 death or personal injury resulting from our negligence;

6.2.2 fraud or fraudulent misrepresentation;

6.2.3 any other liability that cannot be excluded or limited by English law.

6.3 Our total aggregate liability to you for all and any claims arising under or in connection with this Licence (whenever arising) is capped in the aggregate at 10% of the charges paid by you for the purchase of the Laser in respect of which this Software is licensed to you.

6.4 This Licence sets out the full extent of our obligations and liabilities in respect of the supply of the Software and Materials. Except as expressly stated in this Licence, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Software and Materials which might otherwise be implied into, or incorporated in, this Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

7. **TERMINATION**

7.1 We may terminate this Licence with immediate effect by written notice to you:

7.1.1 if you cease use of the Laser; or

7.1.2 if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.

7.2 On termination for any reason:

7.2.1 all rights granted to you under this Licence shall cease;

7.2.2 you must immediately cease all activities authorised by this Licence; and

7.2.3 you must immediately and permanently delete or remove the Software from all computer equipment in your possession.

8. **COMMUNICATIONS BETWEEN US**

8.1 We may update the terms of this Licence at any time on notice to you in accordance with this condition 8. Your continued use of the Software and Materials following the deemed receipt and service of the notice under condition 8.3 shall constitute your acceptance to the terms of this Licence, as varied. If you do not wish to accept the terms of the Licence (as varied) you must immediately stop using and accessing the Software and Document on the deemed receipt and service of the notice.

8.2 If we have to contact you, we will do so by email or by pre-paid post to the address you provided in accordance with your order for the Software.

8.3 Note that any notice:

8.3.1 given by us to you will be deemed received and properly served 24 hours after it is first posted on our website, 24 hours after an email is sent, or three days after the date of posting of any letter; and

8.3.2 given by you to us will be deemed received and properly served 24 hours after an email is sent, or three days after the date of posting of any letter.

- 8.4 In proving the service of any notice, it will be sufficient to prove, in the case of posting on our website, that the website was generally accessible to the public for a period of 24 hours after the first posting of the notice; in the case of a letter, that such letter was properly addressed, stamped and placed in the post to the address of the recipient given for these purposes; and, in the case of an email, that such email was sent to the email address of the recipient given for these purposes.

9. **HOW WE MAY USE YOUR PERSONAL INFORMATION**

Under data protection legislation, we are required to provide you with certain information about who we are, how we process the personal data of those individuals who use the Software and the Materials and for what purposes and those individuals' rights in relation to their personal data and how to exercise them. This information is provided on our website at <https://litron.co.uk/privacy/> and it is important that you read that information.

10. **OTHER IMPORTANT TERMS**

- 10.1 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.
- 10.2 You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.
- 10.3 This Licence and any document expressly referred to in it constitutes the entire agreement between us as to its subject matter, and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between us, whether written or oral, relating to its subject matter.
- 10.4 You acknowledge that in entering into this Licence you do not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Licence or any document expressly referred to in it.
- 10.5 You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Licence or any document expressly referred to in it.
- 10.6 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 10.7 A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.
- 10.8 Each of the conditions of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 10.9 This Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both irrevocably agree to the exclusive jurisdiction of the courts of England and Wales.