

LICENSE AGREEMENT FOR MULTOS UTILITY APPLICATION SOFTWARE

IMPORTANT – READ CAREFULLY BEFORE INSTALLING OR USING THIS SOFTWARE

This license agreement ("Agreement") is a legally binding agreement between you ("You") and MAOSCO Limited, a company incorporated under the laws of England (registered number 3290642) whose registered office is at 1st Floor, GPS House, 215 Great Portland Street, W1W 5PN, London England ("MAOSCO") (hereinafter referred to individually as "Party" and collectively as "Parties") for Multos Utility Application Software ("Software" defined below).

By clicking on the "I ACCEPT THE AGREEMENT" option below, or by installing copying, or otherwise using the Software, You agree to be bound by the provisions of this Agreement. If You do not agree to the provisions of this Agreement, You are not permitted to use the Software.

1. DEFINITIONS

1.1 "Information" shall mean MAOSCO information of a proprietary or confidential nature.

1.2 "Software" shall mean Multos Utility Application software, along with each and every one of its components. Contents of the Software are listed in Appendix A.

1.3 "Materials" shall mean Software documentation, bug fixes, modifications, subsequent versions, diagnostic software, support materials and manuals.

1.4 "MULTOS Application" shall mean a program written to run, in a compiled, interpretative, executable or any other form in conjunction with any MULTOS Implementation.

1.5 "MULTOS Implementation" shall mean an operating system for use in smartcards (including the silicon platform) which (a) supports multiple applications, (b) conforms to the MULTOS Specification and (c) uses cryptographic certification.

1.6 "MULTOS Specification" means the specifications, licensed by MAOSCO, defining the functional and security requirements and the application programming interface for multi-application architectures, as amended by MAOSCO from time to time.

2. LICENCE

2.1 License. MAOSCO hereby grants You a limited, personal, non-exclusive, worldwide (except Cuba, Iran, North Korea, Sudan and Syria), non-transferable, royalty free license (without the right to sublicense or assign) for a single central processing unit with a single input terminal to use the Software solely to work with MULTOS Applications, and for no other purpose.

2.2 Limitations of use. In addition to all other limitations in this section, You expressly agree that You shall not (1) make any copies of the Software or any component of the Software except one copy for backup or archival purposes; (2) modify the Software in any way; (3) create derivative versions of the Software; (4) reverse assemble or disassemble, reverse compile or reverse engineer the Software or any component of the Software; or distribute or otherwise make the Software or any component of the Software available, directly or indirectly, for any use, by any other person, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; (5) transfer, rent, lease, lend, translate, sublicense, time-share or electronically transmit or receive the Software, or the Materials. All these activities are expressly prohibited.

3. OWNERSHIP OF THE SOFTWARE AND THE MATERIALS

You hereby agree that no title to (1) the Materials, the Software or its components, (2) to the intellectual property rights in the Materials, the Software or its components is transferred to You by this Agreement. MAOSCO retains all title and ownership rights in the Software and its components, all the Materials, all of which also contain Information. The Software, the Materials and any Information contained therein and any intellectual property rights pertaining thereto (including all patents, copyrights, trade secrets and trademarks), remain the exclusive property of MAOSCO and no title is granted to You in conjunction with this Agreement.

4. TERM AND TERMINATION

4.1 Unless terminated earlier as provided herein, this Agreement shall have a term of twelve (12) months from the acceptance of the Agreement; and shall automatically renew for additional periods of one (1) year each, unless written notice is given at least sixty (60) days prior to the end of the then current term. This Agreement may be terminated by MAOSCO for cause immediately upon the occurrence of any of the following events: (i) if You cease to do business, or otherwise terminates its business operations; or (ii) if You breach any material provision of this Agreement and fail to fully cure such breach within thirty (30) days or such longer time as is provided herein of written notice from MAOSCO describing the breach; or (iii) if You shall seek protection under any bankruptcy, creditors' arrangement, composition or comparable proceeding, or if any such proceeding is instituted against You, and not dismissed within a reasonable period of time.

4.2 Upon termination or expiration of this Agreement for any reason whatsoever, You: (i) will cease to install and use the Software; and (ii) You shall, upon MAOSCO's instruction, immediately return to MAOSCO or delete and certify in writing, all copies of the Software used.

5. DISCLAIMERS, LIMITED REMEDY AND INDEMNITY

5.1 General Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MAOSCO AND ITS SUPPLIERS PROVIDE THE SOFTWARE AND THE MATERIALS WITHOUT ANY EXPRESS WARRANTY OR INDEMNITY. THE SOFTWARE AND THE MATERIALS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS". MAOSCO HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR THAT THE OPERATION OF THE SOFTWARE WILL BE ACCURATE, VIRUS-FREE, OR WILL CORRESPOND TO ANY DOCUMENTATION.

5.2 Limitation of liability. IN NO EVENT SHALL MAOSCO BE LIABLE TO YOU OR ANY INDIVIDUAL OR ENTITY CONNECTED WITH YOU FOR ANY CLAIM, LOSS OR DAMAGE OF ANY KIND, ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT OR ARISING OUT OR IN CONNECTION WITH (1) THE DEFICIENCY OR INADEQUACY OF THE SOFTWARE AND/OR THE MATERIALS FOR ANY PURPOSE WHETHER OR NOT KNOWN OR DISCLOSED TO YOU; (2) THE USE OR PERFORMANCE OF THE SOFTWARE AND/OR ANY MATERIALS, FILES, DATA OR COMPUTER SYSTEMS RELATING THERETO OR USED IN CONNECTION THEREWITH; (3) ANY INTERRUPTION OR LOSS OF SERVICE OR USE OF THE SOFTWARE; (4) ANY ERROR; OR (5) ANY LOSS OF PROFITS, SALES, BUSINESS, DATA OR OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR LOSS OR DAMAGE OF ANY KIND OR NATURE RESULTING FROM THE FOREGOING, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PUPORSE OF ANY LIMITED REMEDY.

5.3 High Risk Activities The Software is not fault-tolerant and is not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of

the Software could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). MAOSCO and its suppliers specifically disclaim any express or implied warranty of fitness for High Risk Activities.

6. MISCELLANEOUS

6.1 No other rights. Except as expressly provided herein, no license, rights, or title in any intellectual property are provided hereunder, either expressly or by implication, estoppels or otherwise.

6.2 Force Majeure. Neither Party shall be responsible for any delay or failure to perform obligations specified in this Agreement due to causes beyond the Party's reasonable control

6.3 Export/Re-Export. Should the Software be subject to export restrictions, the Customer hereby undertakes not to sell, lend or deliver to any third party under any conditions whatsoever, with or without compensation, temporarily or permanently, the Software (including Materials and Multos Specifications delivered in connection with this License Agreement), documentation, operating manuals and information in any way whatsoever related to the Software, without the prior written consent of MAOSCO and/or the relevant competent authorities.

Notwithstanding the provisions above, You acknowledge the rights conferred by this License Agreement shall not be applicable for Cuba, Iran, North Korea, Sudan, Syria in order to comply with exports regulations.

6.4 Assignment. This Agreement may not be assigned by You without the express written consent of MAOSCO. Any attempted assignment shall be void.

6.5 Applicable Law. This Agreement shall be governed by the laws of England. All disputes arising out of or in connection with the interpretation and the execution of this Agreement shall be submitted to the exclusive jurisdiction of the Courts of England.

6.6 Heading. The section headings of this Agreement are for organizational purposes only and shall not be used in interpreting this Agreement. However, references to a section include reference to all subsections of that section.

6.7 Unenforceable provisions. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, the remaining portions of this Agreement shall remain in full force and effect.

6.8 Independent Parties. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, agent or employment relationship between MAOSCO and You.

6.9 Waiver. The failure of either Party to enforce any section of this Agreement shall not be construed as a waiver of such provisions or the right of such Party to enforce that, or any other, provision of this Agreement.

6.10 Complete Agreement. This Agreement, with Appendix A, represents the sole and exclusive Agreement between the Parties; it supersedes and cancels any former agreement or arrangement between the Parties in respect to the subject matter hereof. Neither Party will be bound by any condition, definition, guarantee or representation other than those set or mentioned forth in this Agreement.

APPENDIX A

Program	Description
MUtil.exe	The main application executable
sWebServicesDLL.dll	Web Services interface for StepXpress
ICSharpCode.SharpZipLib.dll	Third party open-source library http://icsharpcode.github.io/SharpZipLib/

Table 6 Components of MULTOS Utility Application