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1.2 "Software" shall mean Multos Smartdeck 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 MULTOS, defining the functional and security requirements and the application programming interface for multi-application architectures, as amended by MULTOS from time to time.

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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 MULTOS 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
hcl.exe	**Compiler driver**: provides a useful way to get files compiled, assembled and linked
hcc.exe	**C compiler**: compiles modules written in C
mdb.exe	**Eclipse gdb/mi debugger**: Provides the debugging interface between Eclipse and the MULTOS simulator.
has.exe	**MULTOS Assembler**: assembles modules written in assembly language
hld.exe	**Linker:** Required for linking compiled and assembled files, along with run-time startup code and support libraries, into formats suitable for downloading or debugging
hsim.exe	**MULTOS Simulator:** used in conjunction with **mdb** but can also be used stand-alone.
hterm.exe	**Loader:** Used to load and delete application from MULTOS cards
har.exe	**Archiver:** Consolidates multiple object files into a single, object code library
hls.exe	**Object file lister**: displays useful information held in unlinked files and linked executables.
hkeygen.exe	**RSA key pair generator**: creates a private and public RSA key pair, suitable for use with MULTOS cryptography primitives
halugen.exe	**ALU generator**: creates a standard MULTOS application load unit.
mdb.exe	**Debugger:** debugging engine.
mdi.exe	**Debugging interface:** for MULTOS devices that communicate via serial and i2c ports.
melcertgen.exe	**ALC/ADC generator**: creates load and delete certificates for developer cards.
meldump.exe	**MULTOS file list**: outputs contents of standard MULTOS files.
hex.exe	**Extractor utility**: used to prepare images in various formats