

LICENCE AGREEMENT FOR THE EVALUATION OF MULTIPLE ACCESS COMMUNICATIONS LIMITED'S USB DRIVER

Multiple Access Communications Limited has developed a Universal Serial Bus (USB) driver and is releasing this driver, subject to the terms and conditions below.

CAREFULLY READ THE TERMS AND CONDITIONS CONTAINED IN THIS LICENCE AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN DESTROY OR RETURN ALL OF THE SUPPLIED MATERIALS TO THE LICENSOR WITHOUT INSTALLING THE PROGRAM ON YOUR COMPUTER.

BY PROCEEDING WITH THE USE OF THIS PROGRAM, YOU WILL BE DEEMED TO HAVE ACCEPTED THE TERMS AND CONDITIONS OF THIS LICENCE AGREEMENT.

1 GRANT OF LICENCE

(a) Subject to the terms and conditions of this Licence Agreement Multiple Access Communications Limited (the "LICENSOR") hereby grants you (the "LICENSEE") a non-transferable and non-exclusive licence to use:

(i) the USB driver software (the "Licensed Program") as supplied by the LICENSOR in machine readable (object code) form; and

(ii) any patches, modifications or upgrades provided to the LICENSEE during the evaluation period; and

(iii) documentation and supporting materials relating thereto in machine readable or hard copy form (together the "Licensed Program Materials").

(b) The LICENSEE is authorised to use the Licensed Program Materials solely to evaluate the Licensed Program Materials for the purpose of evaluating a business relationship or other commercial arrangement between the LICENSOR and the LICENSEE concerning the use of USB driver software on the OMAP-L13x and TMS320C674x family of digital signal processors.

(c) The LICENSEE acknowledges that by virtue of this Agreement it acquires only the right to use the Licensed Program Materials in the authorised manner and does not acquire:

(i) any rights of ownership in the Licensed Program Materials; or

(ii) any rights of access to or use of the source code of the Licensed Program.

(d) Save as permitted above this Agreement and the licence granted pursuant hereto may not be assigned or otherwise transferred without the prior written consent of the LICENSOR.

(e) The LICENSEE shall not sub-licence or otherwise permit any third party access to or use of the Licensed Program Materials including without limitation use or access by any consultants, subcontractors or suppliers of products related to the Licensed Program Materials.

2 TERM AND TERMINATION

(a) This Agreement is effective from the date of electronic despatch or download of the Licensed Program Materials.

(b) Either party may terminate this Agreement upon written notice to the other party.

(c) Anything to the contrary in this Agreement notwithstanding, any termination of this Agreement shall not relieve any party of any obligation or liability accrued hereunder prior to such termination.

(d) Upon termination all of the Licensed Program Materials in the possession or control of the LICENSEE must be destroyed or returned to the LICENSOR. All executable files must be removed from any computers on which the Licensed Program has been used.

3 PROTECTION AND SECURITY OF LICENSED PROGRAM MATERIALS

(a) The LICENSEE:

(i) will not market, sub-license for use or distribution or offer for timesharing any of the Licensed Program Materials except as permitted elsewhere in this Agreement;

(ii) will not provide or otherwise make available any information or data received from the LICENSOR pertaining to the Licensed Program Materials without the LICENSOR's prior written consent.

(iii) supplemental to the foregoing, agrees to use at least the same care and precaution in protecting such confidential information and data as aforesaid as the LICENSEE uses to protect its own proprietary information and trade secrets;

(iv) shall not reverse engineer, reverse compile or disassemble the Licensed Program Materials or make any attempt to do so;

(v) recognises that any unauthorised disclosure of the LICENSOR's confidential information may cause damage to the LICENSOR and that this damage may greatly exceed the value received by the LICENSOR pursuant to this Agreement and that injunctive relief may be appropriate to prevent such unauthorised disclosure.

(vi) shall not use the Licensed Program Materials for operational or commercial purposes.

(b) The non-disclosure obligations specified in this Agreement will terminate with respect to any information or data that become available for unrestricted public use through no fault of the LICENSEE.

(c) The LICENSEE's obligations set forth in this Section 3 will survive and continue for a period of five (5) years after the termination of this Agreement, and will bind the representatives successors and assignees, if any, of the LICENSEE.

(d) All copies of Licensed Program Materials are the property of the LICENSOR and the LICENSEE will:

(i) include any copyright notice in any form on such copies of the Licensed Program Materials;

(ii) maintain and disclose to the LICENSOR upon request records of the number and location of all copies of Licensed Program Materials.

(e) The LICENSEE agrees neither to modify nor attempt to modify any Licensed Program Materials nor to allow any other party to do so.

4 LIMITED WARRANTIES

(a) The LICENSOR hereby warrants that it has the right to grant to the LICENSEE a licence to use the Licensed Program Materials and to enter into this Agreement.

(b) The Licensed Program Materials are provided "as is". The LICENSOR does not represent or provide any warranty whatsoever that the Licensed Program Materials are error free, nor that they will meet any of the LICENSEE's particular standards, requirements or needs. Use of the Licensed Program Materials is entirely at the risk of the LICENSEE.

(c) THE LICENSEE HEREBY EXPRESSLY AGREES AND ACKNOWLEDGES THAT THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER REPRESENTATIONS, CONDITIONS, TERMS AND WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5 LIABILITY OF LICENSOR

IN NO EVENT SHALL THE LICENSOR BE LIABLE FOR ANY SPECIAL CONSEQUENTIAL OR INCIDENTAL LOSSES OR DAMAGES HOWEVER CAUSED BY THE USE OF THE LICENSED PROGRAM MATERIALS.

6 GENERAL

(a) The terms of this Agreement can only be modified by a written agreement duly signed by persons authorised to sign agreements on behalf of the parties.

(b) Neither Party is responsible for failure to fulfil its obligations under this Agreement due to causes beyond its reasonable control.

(c) This Agreement will be governed by the laws of England and each party irrevocably submits to the jurisdiction of the English courts.

(d) The prevailing party in any legal action brought by one party against the other shall be entitled, in addition to any other rights and remedies it may have, to reimbursement of its expenses incurred thereby, including court costs and reasonable legal costs.

(e) Sections 2(d), 3, 4 and 5 above will survive termination of this Agreement.

THE LICENSEE ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTOOD IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Multiple Access Communications Ltd
Delta House
Enterprise Road
Southampton Science Park
Southampton SO16 7NS
United Kingdom
Tel: +44 (0) 23 8076 7808
Fax: +44 (0) 23 8076 0602