



# VirtuoSimo™ Standard Edition Evaluation License Agreement Terms and Conditions

## PRELIMINARY NOTICE

This evaluation license agreement ("the Agreement") is a legal agreement concerning the use of the VirtuoSimo™ Standard Edition ("the Software") version 3.1 between you, the end-user, either individually or as an authorized representative of the company - main office, regional offices and partners - ("the Licensee") requesting the evaluation license, and Bantry Technologies SAS ("Bantry").

Use of the Software indicates your complete and unconditional acceptance of the terms and conditions set forth in this Agreement. Bantry request your complete acceptance of these terms and conditions before being able to ship you the evaluation software.

## GRANT OF LICENSE

The Software you are requesting with this Agreement, including any updates, modifications, revisions, copies, and documentation (the "Software") are copyrighted, trade secret and confidential information of Bantry or its licensors who maintain exclusive title to all Software and retain all rights not expressly granted by this Agreement.

Bantry or its authorized distributor grants you a non-transferrable, non-exclusive evaluation license to use the Software solely:

- (a) In machine-readable, object-code form;
- (b) For your internal business purposes; and
- (c) On a single computer hardware.

You shall not attempt to reverse engineer, modify, translate or disassemble the Software in whole or in part.

## WARRANTY

Under the terms and conditions of an evaluation licence, Bantry makes no warranty, express or implied, with respect to the Software or other material provided under this agreement. Bantry and its licensors specifically disclaim all implied warranties of merchantability and fitness for a particular purpose.

## LIMITATION OF LIABILITY

Except where this exclusion or restriction of liability would be void or ineffective under applicable statute or regulation, in no event shall Bantry or its licensors be liable for indirect, special, incidental, or consequential damages (including lost profits or savings) whether based on contract, tort or any other legal theory, even if Bantry or its licensors have been advised of the possibility of such damages.

## TERMINATION

This Agreement remains effective for a limited period ("Evaluation Period<sup>1</sup>"). This Agreement will automatically expire at the end of the Evaluation Period. Upon any termination or expiration, you agree to cease all use of the Software and return to Bantry the USB key (hardware protection) as well as certify deletion and destruction of the Software, including all copies, to Bantry's reasonable satisfaction.

<sup>1</sup> The "Evaluation Period" starts 5 working days after the shipment by registered mail to The Licensee.

## FEES

No fees are attached to the use of the Software under the terms and conditions of an evaluation version. The Software cannot during this evaluation period be used for commercial purposes. Would you like to continue using the Software after the evaluation period, you must purchase a licensed version. Failure to proceed to the obligation set forth within the above Termination provision within a reasonable timeframe after the evaluation period will lead to an implicit purchase and you will be invoiced accordingly at a basic fee of 5,000.00 Euros per license unless otherwise agreed. The final license agreement can be obtained at any time upon request by contacting Bantry.

## CONTROLLING LAW

This Agreement shall be governed by and construed under the laws of France. Jurisdiction of any disputes shall be in the courts of Paris and you hereby submit to the personal jurisdiction of said courts. Any actions arising out of this Agreement must be commenced within five (5) years from the date the right, claim, demand or cause of action first occurred or be barred forever. You may not assign this Agreement or delegate any of your duties hereunder without the prior written consent of Bantry.

## SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be void, invalid, unenforceable or illegal, such provision shall be severed from this Agreement and the remaining provisions will remain in full force and effect.

## MISCELLANEOUS

This Agreement contains the entire understanding between the parties relating to its subject matter and supersedes all prior or contemporaneous agreements, including but not limited to any purchase order terms and conditions, except valid license agreements related to the subject matter of this Agreement which are physically signed by you and an authorized agent of Bantry. This Agreement may only be modified by a physically signed writing between you and an authorized agent of Bantry. Waiver of terms or excuse of breach must be in writing and shall not constitute subsequent consent, waiver or excuse. The prevailing party in any legal action regarding the subject matter of this Agreement shall be entitled to recover, in addition to other relief, reasonable attorneys' fees and expenses.

Evaluation Period	30 days	Number of Licenses	1
Name			
Company			
Date			
Signature			