

LOAN AGREEMENT

BEFORE YOU CHECK THE "I ACCEPT THE TERMS IN THE LICENSE AGREEMENT" CHECKBOX AT THE END OF THIS AGREEMENT AND INSTALL THE SOFTWARE PRODUCT, CAREFULLY READ THE TERMS AND CONDITIONS OF THIS LOAN AGREEMENT. BY CHECKING THE "I ACCEPT THE TERMS IN THE LICENSE AGREEMENT" CHECKBOX AND BY INSTALLING THE SOFTWARE PRODUCT YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING THE RECIPIENT UNDER THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE "CANCEL" BUTTON AND DO NOT INSTALL OR USE THE SOFTWARE PRODUCT.

This Agreement specifies the terms and conditions under which UBISENSE will loan Software Product and the terms under which Recipient may use the Software Product;

NOW, THEREFORE, based upon the premises and respective promises and obligations contained herein, the parties agree to be bound by the terms and conditions of this Agreement.

1. **LIMITED USE GRANT.** UBISENSE grants Recipient, on a temporary basis, a non-exclusive, non-assignable, fully revocable license to evaluate the Software Product for internal business purposes only. UBISENSE reserves all other rights.
2. **SOFTWARE PRODUCT.** The Software Product means the Ubisense Location Platform and Developer software and associated APIs (Application Program Interfaces) and any user manuals, programming guides and other documentation provided to Licensee by Ubisense under this Agreement.
3. **MAINTENANCE AND SUPPORT.** UBISENSE shall not be obligated to provide support of any kind to Recipient, including without limiting the foregoing, any services or support related to failure or malfunction of the Software Product, installation of the Software Product, or telephone consultation.
4. **OTHER TERMS AND CONDITIONS.**
 - No OTHER USES.** Recipient may not sell, rent, lease, transfer, licence, distribute or allow access to the software product to any third party.
 - REVERSE ENGINEERING AND DECOMPIATION.** Recipient may not copy, translate, modify, disassemble, reverse engineer, analyse or decompile any part of the software product.
5. **TITLE.** All right, title, and interest in and to the Software Product and Proprietary Information and any tangible manifestation and copies thereof shall be reserved by and shall remain the exclusive property of UBISENSE. Recipient acknowledges that UBISENSE claims and reserves all rights and benefits afforded under European Union, English, United States and all other international copyright laws in all Software Product and Proprietary Information furnished to Recipient. Recipient agrees that it is granted only a temporary, limited right of use of the Software Product and Proprietary Information as set forth in this Agreement.
6. **TERM AND TERMINATION.** This Agreement shall be in effect from on which Licensee receives the Software Product for a period of sixty (60) days (the "Term"), unless sooner terminated by UBISENSE in its discretion by written notice to Recipient. Upon expiration of such Term, or upon receipt of such notice of termination, Recipient shall within 5 days: (a) return to UBISENSE all of the Software and all tangible material embodying or derived from UBISENSE's Proprietary Information received hereunder and in Recipient's possession or control (in any form, and including, without limitation, any summaries, copies, and excerpts of the same); and (b) provide UBISENSE with written certification signed by Recipient that Recipient does not retain and has permanently destroyed and removed from any computer systems or databases any Confidential Information, Proprietary Information, or Software Product received hereunder.
7. **No WARRANTY.** Recipient acknowledges and agrees that the Software Product received under this Agreement is for internal evaluation purposes only and as such is licensed "AS IS". UBISENSE disclaims any and all warranties, whether express or implied, whether by statute, common law, or otherwise, including (without limitation) any implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
8. **LIMITATION OF LIABILITY.** Regardless of the legal or equitable theory on the basis of which any claim for damages is brought, including, but not limited to, breach of contract, tort or statute, regardless of whether UBISENSE was informed in advance of the possibility of certain damages and regardless of whether any of the limited remedies provided herein fails its essential purpose, in no event shall: (a) UBISENSE be liable to Recipient for any indirect, incidental, special, consequential, or exemplary damages, including but not limited to lost profits, lost data, loss of business opportunity, loss of goodwill, or cost of procurement of substitute goods or services; (b) UBISENSE's aggregate liability in respect of any and all claims arising from or related to the subject matter of this Agreement shall not exceed £5,000 (Pounds Sterling); or (c) UBISENSE's liability for any claim of any nature extend beyond the term of this Agreement.
9. **PROPRIETARY INFORMATION.** All information concerning or embedded in the Software Product is confidential and shall be considered UBISENSE proprietary information whether or not such information is marked as

“confidential”. Recipient acknowledges that the Proprietary Information includes commercially valuable, substantial trade secrets of UBISENSE, the design and development of which reflect the effort of skilled development experts and which required the investment of considerable amounts of time and money. Recipient further acknowledges that UBISENSE has treated such Proprietary Information as confidential and secret information that UBISENSE entrusts to Recipient in confidence. Recipient shall not disclose nor disseminate the Proprietary Information of UBISENSE that has been furnished to Recipient, to any other person, firm, or organisation.

- 10 **No ASSIGNMENT.** Recipient shall not assign or transfer this Agreement without the prior written consent of UBISENSE, and any attempt to do so shall be void and of no legal force and effect.
- 11 **NONDISCLOSURE.** Recipient shall not, without the written consent of UBISENSE, disclose the terms and conditions contained herein, except as may be required to implement and enforce its terms, or as may be required by legal procedures or by law. Recipient shall not disclose the results of any benchmark tests or other evaluations of the Software Product to any third party without UBISENSE’s prior written consent and approval.
- 12 **INJUNCTIVE RELIEF.** Recipient acknowledges and agrees that a breach of any of its duties under this Agreement would cause irreparable harm to UBISENSE that cannot be adequately compensated in money damages. Therefore, in addition to any other available remedies, UBISENSE shall be entitled to injunctive and/or other equitable relief to prevent a breach and to secure enforcement of this Agreement.
- 13 **SURVIVAL.** Any and all provisions contained in this Agreement which by their nature or effect are required or intended to be observed, kept, or performed after termination of this Agreement will survive such termination of this Agreement and will remain binding upon and for the benefit of the Parties including, but not limited to, those provisions and obligations relating to proprietary and confidential information and protection of UBISENSE’s intellectual property rights.
- 14 **WAIVER.** Any failure by UBISENSE to enforce Recipient’s strict performance of any provision of this Agreement will not constitute a waiver of UBISENSE’s right to subsequently enforce such provision or any other provision of this Agreement.
- 15 **SEVERABILITY.** If any provision contained in this Agreement is found to be void or unenforceable, the parties hereby agree that they will replace any such void or unenforceable provision with a new provision that achieves substantially the same practical or economic effect and which is valid and enforceable.
- 16 **BINDING EFFECT.** This Agreement shall be binding on Recipient and its administrators, successors and permitted assigns.
- 17 **COMPLIANCE.** Recipient hereby agrees that it shall comply with the requirements of any applicable laws, including, but not limited to, EU, UK or US export regulations. Recipient hereby agrees to indemnify and hold UBISENSE harmless from any breach of this section of this Agreement.
- 18 **GOVERNING LAW.** The validity, performance and all matters relating to the interpretation and effect of this Agreement shall be construed and interpreted in accordance with the laws of England.
- 19 **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and may be amended or modified only with the written mutual consent of the parties.