

---

## Contents

1.	Property of the Licensor and third parties .....	1
2.	Grant of licence .....	1
3.	Limited licence .....	1
4.	Licence restrictions .....	1
5.	No warranty .....	2
6.	Exclusion of liability .....	2
7.	Term and termination .....	2
8.	Export restrictions .....	2
9.	General terms .....	2

## 1. Property of the Licensor and third parties

- 1.1 The copyright and any other intellectual property rights including, but not limited to, trademarks, and patents in the files and documentation which constitute "the Design" are and remain the property of the Licensor, which is Flusso Ltd ("Flusso").
- 1.2 Flusso retains ownership of the Design and all intellectual property rights subsisting therein. This Licence Agreement is not a sale of the original Design or any copies thereof.
- 1.3 The copyright and any other intellectual property rights (including, but not limited to, trademarks and, patents) in third party components used in the Design remain the property of their respective owners.

## 2. Grant of licence

You are licensed to use the Design only if You accept all of the terms and conditions set out below.

- 2.1 By using the Design, You accept all the terms of this Licence Agreement. Such acceptance is either on your own behalf and on behalf of any corporate entity which employs you or which you represent (a "Corporate Licensee"). In this Licence Agreement, "You" and "Your" includes both the reader and any Corporate Licensee.
- 2.2 If You do not accept the terms and conditions of this Licence Agreement, You should delete the Design from Your computers.

## 3. Limited licence

Flusso grants to You a free, limited, non-exclusive licence to:

- 3.1 Copy the Design onto any number of computers owned, leased, or controlled by You.
- 3.2 Incorporate the Design as-is or modify it and incorporate it in a product design of Your own that incorporates a Flusso product.

## 4. Licence restrictions

You may not:

- 4.1 Use, copy, modify or transfer the Design (including any related documentation) or any copy, in whole or in part, except as expressly provided for in this Licence Agreement.
- 4.2 Use the Design as a consumer or for any business purpose other than those for which it is licensed by this agreement.
- 4.3 The Design is licensed only to You. You may not rent, lease, sub-licence, sell, assign, pledge, transfer or otherwise dispose of the Design, on a temporary or permanent basis other than as part of a product of Your own design.

## **5. No warranty**

Flusso does not give any warranty, express or implied, of the Design quality, reliability, fitness for a particular purpose or ability to achieve a particular result. You assume the entire risk as to the quality and performance of the Design. Flusso does not warrant that the Design will meet Your requirements or that its operation will be uninterrupted or error free.

## **6. Exclusion of liability**

Except in respect of personal injury or death caused directly by the negligence of Flusso or its employees, Flusso shall not in any circumstances whatever be liable to You, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Licence and use of the Design for: loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss or corruption of data or information; loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage even if Flusso has been advised of the possibility of such damages. Nothing in this Licence Agreement limits liability for fraudulent misrepresentation.

## **7. Term and termination**

This Licence Agreement is effective until terminated. You may terminate it at any time by deleting the Design files and copies of the Design files in any form. It will also terminate upon conditions set out elsewhere in this Licence Agreement or if You fail to comply with any term or condition of this Licence Agreement. You agree upon such termination to delete the Design files and all copies in any form.

## **8. Export restrictions**

You will comply with all applicable laws, rules, and regulations governing export of goods and information, including the laws of the countries in which the Design was created (the United Kingdom of Great Britain and Northern Ireland). You will not export or re-export, directly or indirectly, separately or as a part of a system, the Design or other information relating thereto to any country for which an export licence or other approval is required, without first obtaining such licence or other approval.

## **9. General terms**

- 9.1 Each party irrevocably agrees that the courts of the country of registration of Flusso shall have exclusive jurisdiction to resolve any controversy or claim of whatever nature arising out of or in relation to this Licence Agreement and the place of performance of this Licence Agreement shall be that country and that the laws of that country shall govern such controversy or claim.
- 9.2 This Licence Agreement constitutes the complete and exclusive statement of the Licence Agreement between Flusso and You with respect to the subject matter of this Licence Agreement and supersedes all proposals, representations, understandings, and prior agreements, whether oral or written, and all other communications between us relating to that subject matter.
- 9.3 Any Clause in this Licence Agreement that is found to be invalid or unenforceable shall be deemed deleted and the remainder of this Licence Agreement shall not be affected by that deletion.
- 9.4 Failure or neglect by either party to exercise any of its rights or remedies under this Licence Agreement will not be construed as a waiver of that party's rights nor in any way affect the validity of the whole or part of this Licence Agreement nor prejudice that party's right to take subsequent action.

Any questions concerning this Licence Agreement, or the Design, should be directed to Flusso. Contact details are available from [www.flussold.com](http://www.flussold.com).