

IKON EVALUATION AGREEMENT

IMPORTANT NOTICE: PLEASE READ CAREFULLY BEFORE INSTALLING THE SOFTWARE: these terms and conditions are a legal agreement between **you** and **IKON SCIENCE LTD**, a limited liability company registered in England and Wales, with company number 4168293, whose registered office is at 1 The Crescent, Surbiton, Surrey, UK, KT6 4BN (“Licensor”) (“Agreement”).

BY CLICKING “**I ACCEPT**” AND INSTALLING OR USING THIS SOFTWARE, YOU CONFIRM THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS ON BEHALF OF YOURSELF AND YOUR AFFILIATES. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT CLICK “**I ACCEPT**,” DO NOT INSTALL THE SOFTWARE, AND DO NOT USE THE SOFTWARE. IN THAT CASE, NO LICENSE IS GRANTED, AND YOU MUST DISCONTINUE THE INSTALLATION PROCESS IMMEDIATELY.

1. Definitions

“Confidential Information” any non-public, confidential, proprietary, or trade secret information, including any information that a reasonable person would understand to be confidential, disclosed by Licensor to Customer disclosed by Licensor to Customer.

“Customer” means the individual or legal entity that accepts this Agreement by clicking “I Accept” and installing or using the Software.

“Intellectual Property Rights” means all intellectual property and proprietary rights, including patents, copyrights, trademarks, service marks, trade secrets, know-how, database rights, design rights (registered or unregistered), and all similar or related rights, and all applications for any of the foregoing, under U.S. or other applicable law..

“Software” means the Ikon software product(s) in object code form, the documentation and data supplied with it, and if applicable, the associated media, printed materials, and license keys or dongles (if any).

2. Software License

Licensor hereby grants to Customer, and Customer accepts, a non-exclusive, non-transferable, temporary evaluation license (“License”) to use the Software solely for the purpose of evaluation in accordance with the terms of this Agreement. Customer may not use the Software to provide services to third parties, or otherwise on a service bureau or a time-sharing basis. Customer may not make any modifications or enhancements to Software, create any derivative works of Software, or merge or separate Software or any component thereof. Customer shall not, nor attempt to, reverse compile, disassemble or otherwise reverse engineer the Software. Customer shall not allow the Software to become the subject of any charge, lien or encumbrance. Access is limited to authorized users and is subject to Licensor’s security and usage policies. You may not copy, download, or host the Software outside the authorized cloud environment. All rights not expressly granted are reserved by Licensor.

3. Term and Termination

This Agreement shall come into force on the date the Customer accepts this Agreement in the aforementioned manner and shall continue for a period of 30 days unless terminated earlier. Licensor may, without prejudice to its other rights or remedies, terminate this Agreement immediately if Customer is in breach of any of its obligations under this Agreement. Upon expiration or termination of a license, Customer's right to use the Software licensed hereunder shall immediately end. Customer shall cease all access to the Software and any associated services and certify to Licensor that no copies or backups of the Software or related content remain under Customer’s control.

Customer acknowledges that if Customer commits a breach which adversely affects Licensor's Intellectual Property Rights, such breach will give rise to irreparable injury to Licensor which would be inadequately compensated for in

damages. Should Customer breach the provisions of this Agreement, or use the Software outside the scope of this Agreement, Licensor shall have the right to immediate and temporary relief by way of injunction or restraining order against any further use, access to, or disclosure of the Software and Licensor's proprietary information by Customer, with such temporary relief to remain in effect without bond while Licensor seeks a permanent injunction from a court of competent jurisdiction.

4. Proprietary Rights

Title to, ownership of, and all rights in patents, copyrights, trade secrets and other intellectual property rights in Software, do not transfer to Customer and shall remain in Licensor and/or Licensor's third-party vendors and suppliers. In addition, Licensor may furnish Customer with confidential and proprietary information ("Proprietary Information") in connection with the provision of Software. Customer shall protect such Proprietary Information to the same degree it protects its own proprietary information, but with no less than a reasonable degree of care, and in any event shall not disclose it or permit access thereto to any contractor, consultant or other third party that is a competitor of Licensor without the prior written consent of Licensor. Software licensed hereunder shall also be considered Proprietary Information and, except as specifically permitted herein, shall not be disclosed to any third party.

5. Limitation of liability

CUSTOMER AGREES THAT LICENSOR SHALL NOT BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR EXEMPLARY DAMAGES ARISING OUT OF, PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, PROFIT, DATA, BUSINESS, ANTICIPATED SAVINGS, GOODWILL, OR ANY OTHER FINANCIAL LOSS WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, BY LICENSOR OR THE SOFTWARE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH POTENTIAL DAMAGE OR LOSS. EXCEPT AS SET FORTH IN SECTION 6, LICENSOR SHALL HAVE NO LIABILITY TO CUSTOMER WITH RESPECT TO THE SOFTWARE OR THIS AGREEMENT.

6. Infringement Indemnity

Licensor will defend, indemnify, and hold Customer harmless against claims of infringement by unmodified Software of a third party's intellectual property rights, provided that: (i) Customer promptly (and in no event more than ten days after learning of such alleged infringement) notifies Licensor in writing; (ii) Customer gives Licensor the right to control the defense of such claims and all related settlement negotiations; and (iii) Customer fully cooperates with Licensor, at Licensor's reasonable expense, in any defense or settlement of such claims. If a court of competent jurisdiction determines that Software has infringed a third party's intellectual property rights, or if any Software, in Licensor's opinion, is likely to become the subject of a claim of intellectual infringement, Licensor may, in its sole discretion: (i) replace the infringing Software with a non-infringing, functionally-compatible product; (ii) modify the Software so that it becomes non-infringing; or (iii) obtain a license for Customer to use the allegedly infringing Software. If such options are not reasonably available to Licensor, Licensor may terminate the license for such Software. Licensor's indemnity obligations shall not apply to infringement arising from: (i) integration or combination of Software or the methods produced thereby, with other software, materials, products or methods not supplied by Licensor, if the infringement would have been avoided in the absence of such integration or combination; or (ii) use of other than the current, unaltered version of the Software if the infringement would have been avoided by the use of such version. The foregoing states the entire obligation of Licensor with respect to the infringement of any intellectual property rights.

7. Warranty / Disclaimer

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operation of the Software will be uninterrupted or error free. LICENSOR HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS AND IMPLIED, INCLUDING WARRANTIES OF TITLE AND NON-INFRINGEMENT, AND IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. Trade Compliance; Anti-Corruption

- 8.1. Customer shall comply with all applicable import/export/customs authorizations and formalities, trade, economic and financial sanction laws, anti-boycott and export control laws, including those of the United Kingdom, the European Union, the United Nations and the United States of America (“Sanctions and Trade Controls Laws”) with respect to any goods, software or technology to be provided or any services to be performed under this Agreement and not carry out or permit any act or omission which would result in a breach of or non-compliance with the same.
- 8.2. Contractor shall be entitled at any time to suspend or terminate all or any part of its obligations under this Agreement should continuation become unlawful under Sanctions and Trade Controls Laws applicable to Contractor or the transaction in question. Contractor shall not be required to comply with any obligation under this Agreement which would place Contractor or any of its Affiliates in breach of Sanctions and Trade Control Laws.
- 8.3. Customer represents and warrants that neither it, nor any person or entity owning or controlling it, is an entity and/or person on the US, EU or other applicable sanctioned, denied party, specially designated national or restricted party lists such that the subject transaction or transactions would be prohibited or require a license under any applicable US or EU law.
- 8.4. The representations and warranties in this Section 8 shall be deemed to be continuing in effect throughout the term of the Agreement. Customer shall promptly advise Contractor of any change in circumstances which may affect the continuing validity of the representations and warranties.

9. Governing Law

The License Agreement shall be governed by the laws of England and Wales. Any dispute that cannot be resolved amicably shall be exclusively submitted to the appropriate court(s) in England and Wales. The parties irrevocably submit to the jurisdiction of such courts.

10. General

The Agreement: (i) constitutes the complete and exclusive statement of the terms and conditions between the parties with respect to the matters set forth therein; (ii) is intended by the parties as a final expression of their agreement with respect to the terms thereof; and (iii) supersedes all other agreements, purchase orders, negotiations, representations, tender documents, and proposals, written or oral. Licensor expressly rejects any terms in any purchase order or other Customer communications that are additional to, or different from, those set forth in the Agreement. Any modification of the Agreement must be in writing signed by authorized representatives of the parties and specifically identified as a modification thereof. The waiver or failure of either party to exercise in any respect any right provided for in the License Agreement shall not be deemed a waiver of any further right hereunder. If any provision of the Agreement is held unenforceable or inoperative by any court of competent jurisdiction, either in whole or in part, the remaining provisions shall be given full force and effect to the extent not inconsistent with the original terms of the Agreement.