



Elan Digital Systems Ltd.

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Memory Card Explorer Licence Agreement

1. Purpose

To define the terms and conditions that will apply to an Elan Customer (“the customer”) who wishes to use Memory Card Explorer (MCE).

This agreement is intended to set out a business arrangement between Elan Digital Systems Ltd (Elan) and the customer which safeguards Elan’s development investment in MCE and ensures that the customer receives from Elan high quality software and technical support. Making unauthorised copies of MCE is illegal and may result in legal action being taken against the customer by Elan.

2. Definitions

Elan refers to Elan Digital Systems Ltd, with registered offices at Elan House, Little Park Farm Road, Segensworth West, Fareham, Hampshire PO15 5SJ, England.

MCE refers to Elan’s Memory Card Explorer software used under licence.

Use in this context means to install MCE in any single user PC platform.

Customer refers to the company’s authorised person, or the individual purchaser of MCE, who will use MCE.

3. Terms & Conditions

3.1 Elan holds the copyright to all software supplied to the customer as part of this agreement. Assignment of rights are neither granted nor implied by the sale of MCE licences. Elan will rigorously protect all infringements of this agreement and the licensing conditions.

3.2 This software licence grants the user the right to use a single copy of MCE. If at any time, more copies of MCE are being used than the number of licences granted and paid for, this shall constitute an offence. The customer agrees to take reasonable steps to ensure that the user does not illegally duplicate MCE.

3.3 This licence is not transferable nor is to be re-sold. The user must not allow MCE to be offered on any public network, such as the Internet.

3.3 THIS SOFTWARE AND ACCOMPANYING FILES ARE SOLD “AS IS” AND WITHOUT WARRANTIES AS TO PERFORMANCE OR MERCHANTABILITY OR ANY OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED. Because of the various hardware and software environments into which this software may be installed, NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE IS OFFERED.

3.4 Good data processing procedure dictates that any program must be thoroughly tested with non-critical data before relying on it. The user must assume the entire risk of using the program. Any liability of Elan will be limited exclusively to replacement of MCE or refund of purchase price.

3.5 This software must not be reverse engineered or in any way altered or modified except where noted in the optional Customisation Kit.

3.6 MCE may not be used with any product that is classed as “shareware” or “freeware”.

3.7 The warranty period for MCE is 90 days from date of delivery of the master diskette or the date the master file is electronically transferred.

3.8 Upgrades are normally offered on (approximately) a 6 monthly basis. Such upgrades may include new card additions or improvements to internal function etc. Upgrades will be charged at 50% of the current list price, with any agreed relevant quantity discounts, for the quantity of MCEs that are to be upgraded. Such upgrades are optional for the customer, who is under no obligation to purchase any upgrade.

3.9 Elan warrants that MCE is bug free and upgrades will be provided free of charge during the warranty period upon request. Before requesting technical support for MCE where a bug is suspected, the customer must take reasonable steps to first verify that the malfunction is related to MCE’s operation.

3.10 Elan has taken reasonable steps to ensure that MCE software is virus free but cannot guarantee this fact due to reliance on 3rd party virus detection tools.

3.11 This Agreement shall be governed by the laws of the United Kingdom.

Sign this agreement only if you agree to be bound by the terms and conditions detailed in sections 1 through 3 above:

“The Customer”

Company Name: _____

Company Address: _____

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Sign: _____ Print: _____

_Date: _____ Position: _____

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