

END USER LICENSE AGREEMENT FOR FLOWCODE 10

This End-User License Agreement (EULA) is a legal agreement between you (either an individual or a single entity) and Matrix TSL for Flowcode V10, which includes computer software and may include associated media, documentation (either "online" or electronic), and printed materials (henceforth collectively referred to as the "SOFTWARE PRODUCT").

By installing, copying, or otherwise using the SOFTWARE PRODUCT, you agree to be bounded by the terms of this EULA.

If you do not agree to the terms of this EULA, do not install or use the SOFTWARE PRODUCT.

SOFTWARE PRODUCT LICENSE

On first install, the SOFTWARE PRODUCT will run as a Free Version, which confers limited rights as described below. Activating the SOFTWARE PRODUCT will add additional rights depending on the type of license purchased. The following types of license are available:

Free Version: you may use the SOFTWARE PRODUCT for personal, evaluation or non-profit use only.

Academic Version - Institution: you may use the SOFTWARE PRODUCT only within the educational institution that has purchased this license. The Package may be used on any computer with which it is compatible but should only be used simultaneously by the number of users specified in the license. If more users require simultaneous access, then another copy of this license will need to be purchased. This license is only valid for use within an educational institution: a school, college, university, or training institution. The SOFTWARE PRODUCT is made available for academia at a considerable discount to the full price and may only be used for learning. The SOFTWARE PRODUCT can not be used to create commercial products, for consultancy or creating revenue in any way.

Academic version - Students: Where an institution has purchased a 50 user license Matrix TSL grant the right to have up to 100 students licenses each year have access to the full copy of the Software Product. Once per year the institution shall provide the email addresses of the students that need the software who will then be given license rights that expire after 12 months.

Professional Version: you may use the SOFTWARE PRODUCT for commercial and non-commercial use. It must be used only within the Institution or Company that has purchased this license.

Hobbyist Version: The SOFTWARE PRODUCT is made available for hobbyists at a considerable discount to the full price and may only be used for home projects. You may use the SOFTWARE PRODUCT for personal, evaluation or non-commercial use only. The SOFTWARE PRODUCT can not be used to create commercial products, for consultancy or creating revenue in any way.

Each license exists in several variations corresponding to the right to use add-ons to the SOFTWARE PRODUCT, such as component packs and debugging tools. These additional features may only be used if you have bought an appropriate license.

DESCRIPTION OF RIGHTS AND LIMITATIONS.

You may not reproduce and distribute the SOFTWARE PRODUCT without written agreement from Matrix TSL.

There are limitations on Reverse Engineering, Decompilation, Disassembly and changing (add, delete or modify) the resources in the compiled assembly. You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

SEPARATION OF COMPONENTS

The SOFTWARE PRODUCT is licensed as a single product. Its component parts may not be separated for use on more than one computer.

TERM

This Agreement is effective from the date of purchase and will remain in force until terminated, either by destroying all parts of the Package or breach of any of the terms contained in this Agreement. Without prejudice to any other rights, Matrix TSL may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the SOFTWARE PRODUCT and all of its component parts. This Agreement shall be governed by the laws of England, and any action relating to this Agreement shall be instituted in the courts of Bradford, United Kingdom.

COPYRIGHT

All titles and copyrights in and of the SOFTWARE PRODUCT (including but not limited to any images, photographs, software libraries, and examples incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT are owned by Matrix TSL. The SOFTWARE PRODUCT is protected by copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE PRODUCT like any other copyrighted material. You may not sublicense, assign or sell your right to use the Package and you agree to use your best efforts to ensure that the terms of this Agreement are adhered to.

MPLAB XC8, XC16, and XC32 Compilers (c) Microchip Technology Inc. All rights reserved. MICROCHIP SOFTWARE OR FIRMWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN NO EVENT SHALL MICROCHIP BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE OR FIRMWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE OR FIRMWARE. THIS PRODUCT IS DISTRIBUTED UNDER LICENSE FROM MICROCHIP TECHNOLOGY INC.

NO WARRANTY

The Author of this Software expressly disclaims any warranty for the SOFTWARE PRODUCT. The SOFTWARE PRODUCT and any related documentation is provided "as is" without warranty of any kind, either express or implied, including, without limitation, the implied warranties or merchantability, fitness for a particular purpose, or non-infringement. The entire risk arising out of use or performance of the SOFTWARE PRODUCT remains with you.

NO LIABILITY FOR DAMAGES.

In no event shall Matrix TSL be liable for any special, consequential, incidental or indirect damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use this product, even if Matrix TSL is aware of the possibility of such damages and known defects.

USE OF 3RD PARTY SOFTWARE

The SOFTWARE PRODUCT both incorporates and/or uses several 3RD party software packages which are licensed for use with the SOFTWARE PRODUCT. This includes, but is not limited to, the OpenCASCADE, FreeType, Scintilla and SciTE software packages. Required redistributable source code, license agreements, and details of any modifications that may have been performed to these software packages for incorporation into the SOFTWARE PRODUCT, can be found in the subdirectory "Flowcode.DLL\LICENSES" of the Flowcode V10 executable following installation of the SOFTWARE PRODUCT.