

KOOLSPAN TrustChip DEVELOPER KIT LICENSE AGREEMENT

This End User License Agreement (“Agreement”) is a legal agreement between You and KoolSpan, Inc. (“KoolSpan”). The terms “You” and “Your” as used herein mean either you as an individual or the entity you represent, and any successor, permitted assign, transferee, heir, or representative thereof. The term “TDK” means the TrustChip Developer Kit and all associated documentation, code, applications, and any updates thereto that are provided by KoolSpan. The purpose of this license is to allow You to use the TDK on the terms set forth below. KoolSpan is willing to license the use of the TDK to You only on the condition that You accept all of the terms and conditions contained in this license agreement. If You do not agree to all of the terms of this Agreement, You may not use, download, or otherwise acquire the TDK.

1. License Grant. Provided that You comply with all terms and conditions of this Agreement, including the License Restrictions in Section 2 below, KoolSpan grants You a limited, revocable, non-exclusive, non-sublicensable, and non-transferable license to: (a) install and use the TDK; and (b) sell and distribute the applications You develop using the TDK.

2. License Restrictions. KoolSpan and its suppliers reserve all rights not expressly granted to You in this Agreement. Unless applicable law gives You more rights despite this limitation, You may use the TDK only as expressly permitted in this Agreement. Thus, You may use the TDK as set forth in Section 1, but You may not:

- reverse engineer, decompile, modify, alter, translate, distribute, disassemble, broadcast, transmit, reproduce, or publish any portion of the TDK, except and only to the extent that applicable law expressly permits, despite this limitation;
- transfer, license, sell, exploit, rent, lease or grant a security interest in this Agreement to any third party;
- use the TDK to develop malware, cracks, hacks, or similar applications; or
- use, remove or alter any KoolSpan proprietary notices, trademarks, logos, trade names, copyright notices or service marks in any manner.

The TDK includes code (“TrustChip Emulation Code”) that is capable of emulating a KoolSpan TrustChip. You may not distribute any portion of the TrustChip Emulation Code. You may not distribute any application that uses, or is intended to use, the TrustChip Emulation Code.

3. Ownership, Confidentiality and Obligations. KoolSpan retains all ownership right, title, and interest in and to the TDK, including but not limited to copyright, patent, trademark trade secret and derivative works of the TDK. You own the title, copyright, and other intellectual property rights in the applications You develop using the TDK and any derivative works thereof. By installing, accessing, or using the TDK, You represent that You agree to abide by all applicable local, state, national, and international laws and regulations with respect to Your use of the TDK. You agree to assume all responsibility concerning Your use of the TDK, including providing any support and meeting any requirements of Your contracts with third parties.

4. TDK Web Forum. To the extent made available by KoolSpan, You may choose to participate in the online KoolSpan Developer Forum or other KoolSpan TDK online forums (collectively, “Koolspan Online Forums”). You hereby: (a) assign to KoolSpan in perpetuity all right, title and interest in, and (b) grant to KoolSpan a non-exclusive, fully-paid, royalty-free, worldwide, perpetual, irrevocable, sublicensable, non-terminable, transferable, assignable license to reproduce, distribute, publicly perform, publicly display, make, sell, import, modify and make derivative works based on, and otherwise use and exploit (i) any and all information, suggestions, feedback, code, applications and other tangible or intangible materials You post to any Koolspan Online Forums, and (ii) any modifications, additions or derivative works of the TDK that You post to any Koolspan Online Forums. Neither KoolSpan nor its suppliers has any obligation to provide support services for the TDK or any portion thereof.

5. Export. You are solely responsible for complying with any export laws, regulations, orders, or other restrictions, which may be imposed from time to time by the government of the United States of America, and by other governments with jurisdiction where You use the TDK. You agree not to export or re-export the TDK or information pertaining thereto directly or indirectly to any country for which a U.S. government agency requires an export license or other governmental approval without first obtaining express authorization to do so from KoolSpan, and all such necessary licenses and approvals.

6. Termination. This Agreement is effective until terminated. Without prejudice to any other rights, KoolSpan may terminate this Agreement at any time upon notice from KoolSpan. This Agreement will terminate automatically if You fail to comply with any of the terms and conditions described herein, including exceeding the scope of the license, and such termination will be effective without notice. You may also terminate at any time by ceasing to use the TDK, but all applicable provisions of this Agreement will survive termination, as outlined below. The provisions concerning proprietary and intellectual property rights, submissions, confidentiality, indemnity, disclaimers of warranty and liability, termination, and governing law will survive the termination of this Agreement for any reason. Without limitation, the relevant provisions of Sections 2, 3, 5, and 7 through 18 (inclusive) survive any termination of this Agreement. Upon termination of this Agreement, You must cease all use of and return or destroy all copies of the TDK and any associated materials in Your possession. Upon termination of this Agreement, You must cease any and all use of any Koolspan Online Forum.

7. Other Intellectual Property Matters. In return for the consideration provided hereunder by KoolSpan, You agree not to assert against KoolSpan any claim, action or proceeding for infringement of any patents, patent rights or other intellectual property rights You may own or control related to any version of the TDK or use thereof. You agree to indemnify and hold harmless KoolSpan against all costs and expenses (including reasonable attorneys fees and expenses) and all other liability resulting from or related to any claim of patent, copyright or trademark infringement, misappropriation, or misuse of trade secrets or other proprietary rights based upon Your use of the TDK, or any portion thereof, in whatever form, or any exercise by You of any rights granted under this Agreement. You agree that KoolSpan may seek and shall be entitled to injunctive and other equitable relief to protect, maintain, defend, enforce, and preserve such rights, in addition to any other available remedies.

A. KoolSpan, TrustChip and all other names, logos, and icons identifying KoolSpan and its products and services are proprietary trademarks of KoolSpan, and any use of such marks without the express written permission of KoolSpan is strictly prohibited. Except as expressly provided herein, KoolSpan does not grant any express or implied right to You or any other person under any intellectual or proprietary rights.

B. You acknowledge and agree that the TDK contains proprietary trade secrets and confidential information of KoolSpan (the “Confidential Information”). You agree to secure and protect the confidentiality of the Confidential Information of KoolSpan in a manner consistent with the maintenance of KoolSpan’s rights therein, using at least as great a degree of care as You use to maintain the confidentiality of Your own confidential information of a similar nature, but in no event using less than reasonable efforts. You shall not, nor permit any third party to, sell, transfer, publish, disclose, or otherwise make available any portion of the Confidential Information to third parties, except as expressly authorized in this Agreement.

C. The TDK and its components may be protected by one or more of the following U.S. patents: 7,325,133 and 7,325,134. Other patents are pending.

8. Entire Agreement. This Agreement and the terms for any supplements and updates that You use, are the entire agreement between You and KoolSpan relating to the TDK, and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the TDK or any other subject matter covered by this Agreement.

9. Severability. If any one or more of the provisions of this Agreement or portions thereof are finally adjudicated to be partially or entirely void, invalid, unenforceable or illegal by a court of competent jurisdiction, then this Agreement shall be construed as if such unlawful provision or portion had not been contained herein, and the remainder of this Agreement shall remain in full force and effect.

10. Governing Law and Jurisdiction. This Agreement has been made in and will be construed and enforced solely in accordance with the laws of the State of Maryland as applied to agreements entered into and completely performed in Maryland. You agree that any action to enforce this Agreement or that may arise out of, or in connection with, this Agreement will be brought solely in the federal or state courts in Montgomery County, Maryland, U.S.A. and all parties to this Agreement expressly agree to be subject to the jurisdiction of such courts. You also acknowledge and agree that the Maryland implementation of the Uniform Computer Information Transactions Act (including any available remedies or laws) shall not apply to this agreement and is hereby disclaimed. This Agreement shall be construed and enforced without regard to the United Nations Convention on the International Sale of Goods.

11. Legal Effect. This Agreement describes certain legal rights. You may have other rights under the laws of Your jurisdiction. This Agreement does not change Your rights under the laws of Your country if the laws of Your jurisdiction do not permit it to do so.

12. Disclaimer of Warranty. THE TDK IS LICENSED “AS IS.” NEITHER KOOLSPAN NOR ITS SUPPLIERS GIVE ANY EXPRESS WARRANTIES, GUARANTEES OR REPRESENTATIONS REGARDING, WITHOUT LIMITATION, THE SUITABILITY, COMPLETENESS, TIMELINESS, RELIABILITY, LEGALITY, OR ACCURACY OF THE INFORMATION, DOCUMENTATION, SERVICES, APPLICATIONS, CODE, PROGRAMS, PRODUCTS AND MATERIALS INCLUDED IN, ASSOCIATED WITH OR AVAILABLE THROUGH THE TDK FOR ANY PURPOSE. KOOLSPAN DOES NOT WARRANT THAT THE TDK IS FREE FROM LATENT DEFECTS OR WILL OPERATE ERROR-FREE, UNINTERRUPTED, OR IN A MANNER THAT WILL MEET YOUR REQUIREMENTS. KOOLSPAN AND ITS SUPPLIERS ALSO EXCLUDE ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE ENTIRE RISK AS TO YOUR USAGE AND AS TO THE QUALITY AND PERFORMANCE OF THE TDK IS WITH YOU.

13. Exclusion Of Incidental, Consequential, and Certain Other Damages. YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL KOOLSPAN BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE TDK OR ANY INFORMATION, SERVICES, PROGRAMS, PRODUCTS, DOCUMENTATION, AND MATERIALS AVAILABLE WITH OR THROUGH THE TDK, OR OTHERWISE ARISING OUT OF UTILIZATION OF THE TDK, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY OR OTHERWISE, EVEN IF KOOLSPAN KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF DAMAGES. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF DATA, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, OVERHEAD COSTS, COSTS OF ANY SUBSTITUTE SERVICES OR CLAIMS OF CUSTOMERS FOR ANY SUCH DAMAGES. WITHOUT LIMITATION OF THE FOREGOING, TOTAL LIABILITY OF KOOLSPAN OR ITS SUPPLIERS FOR ANY REASON WHATSOEVER RELATED TO USE OF THE TDK OR ANY CLAIMS RELATING TO THIS LICENSE AGREEMENT OR THE TDK SHALL NOT EXCEED \$25.00 (USD). THE FOREGOING LIMITATION ON LIABILITY ARE INTENDED TO APPLY TO ALL ASPECTS OF THIS AGREEMENT.

14. Indemnity. You agree to defend, indemnify, and hold harmless KoolSpan and its affiliates, suppliers, employees, agents, directors, officers, proprietors, partners, representatives, shareholders, servants, attorneys, predecessors, successors, and assigns from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys’ fees and litigation expenses), relating to or arising from Your use of the TDK and any breach by You of this Agreement.

15. U.S. Government End Users. If the TDK is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then the Government's rights in the TDK and accompanying documentation will be only as set forth in this Agreement; this is in accordance with 48 CFR 227.7201 through 227.7202-4 (for

Department of Defense (DOD) acquisitions) and with 48 CFR 2.101 and 12.212 (for non-DOD acquisitions).

16. No Waiver. Any act by KoolSpan to exercise, or failure or delay in exercise of, any of its rights under this Agreement or at law or in equity shall not be deemed a waiver of those or any other rights or remedies available in contract, at law or in equity.

17. Third Party Software. The TDK contains third party software. Certain additional terms and conditions with respect to such software are recited below and are incorporated into this Agreement. In the event of a conflict between the terms and conditions applicable to the third party software and this Agreement, the terms and conditions applicable to the third party software shall govern. By accepting this Agreement, You are accepting the additional terms and conditions, if any, set forth below.

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3. the copyright holder's name is not used to endorse products built using this software without specific written permission.

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This software is provided 'as is' with no explicit or implied warranties in respect of its properties, including, but not limited to, correctness and/or fitness for purpose.

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This file provides fast multiplication in GF(128) as required by several cryptographic authentication modes

18. Miscellaneous. A printed version of this Agreement and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. No joint venture, partnership, employment, or agency relationship exists between You and KoolSpan as result of this License Agreement or Your utilization of the TDK. KoolSpan may change any aspect of the TDK. Please note that KoolSpan reserves the right to change the terms and conditions of this Agreement by providing You in writing or electronically a copy of such revised terms. A current version of this Agreement is available on the world wide web at <http://www.koolspan.com/>.

Your continued use of the TDK will be conclusively deemed acceptance of any change to this Agreement or the TDK. If You have questions regarding the TDK or if You are interested in obtaining more information concerning KoolSpan and its products or services, please contact KoolSpan at (240) 880-4400.

If You do not agree to be bound by the terms and conditions of this Agreement, do not continue any further. By accepting this agreement, You represent that: (a) You are 18 years of age or older; (b) You have read this entire agreement; and (c) You specifically agree to be bound by all of the terms and conditions of this Agreement.