

World Computers Ltd.

Suite 12397 , 72 New Bond Street , London , W1S 1RR , U.K.

software components

Web Site :-wrlldcomp.com

Preamble

This agreement concerns the usage of software components (herein known as components) by the client as supplied by the supplier to the client .

This agreement states the agreement of the client to respect the ownership and the intellectual property , including the copyright and any patent and other ownership and trade rights , of the source , object , library and machine code as being owned by the supplier and agreement of the client to the conditions of usage of the source , object , library and machine code supplied by the supplier . The agreement also covers issues of security and legal liability .

Definitions

| | | |
|-------------------|----|--|
| Client | :- | the company or person who is evaluating the software , carrying out development using the software or purchasing a usage licence for the software supplied by the supplier . |
| Supplier | :- | World Computers Ltd. , Suite 12397 , 72 New Bond Street , W1S 1RR , U.K. |
| Source Code | :- | The plain written language version of the software defining the parameters and declaring the operations of the software components and functions . Each source code instruction corresponds to one or more machine code instruction according to the compilation process . |
| Assembly Language | :- | The plain written language form of the machine code . Each assembly language instruction corresponds to a corresponding machine code instruction . |
| Object Code | :- | A linkable form of the software . Forms an intermediate state of the program between the source code and the machine code . Corresponds to individual source code files . |
| Library | :- | A linkable form of the software . Forms an intermediate state of the program between the source code and the machine code . Allows modules and module parts to be supplied . |
| Machine Code | :- | The computer processor readable form of the software . |
| Compiler | :- | The program that transforms the source code into the object code . |
| Linker | :- | The program that transforms the object code and libraries into the machine code . |
| Component | :- | In the context of this agreement the word component refers to a software component . A software component is software that contains a grouping of one or more of the following :- <ol style="list-style-type: none"> 1) one or more functions designed to provide the operations for a specific functional area of the software program . 2) data or data structures designed to store specific data for use by functions within the component or external to the component . |
| Module | :- | A group of components brought together to provide the operations for a specific section of the software program . The term components also refers to modules . |
| Platform | :- | A single hardware design and it's variants where the variants do not have more than 10% different hardware components and 10% different hardware circuit connections between each other . or A single stand alone , or embedded , PC application . |

Agreement on the Part of the Client for the Usage of Software Supplied by the Supplier**Terms**

- 1) The client understands and accepts that the components are supplied in the form of source code and libraries and that the form of supply is at the discretion of the supplier .
- 2) The client accepts that the terms of this agreement applies to the components in whatever form that they are being supplied or used .
- 3) The client accepts that the ownership of the components and the intellectual property rights , including the copyright and any patent rights , and any trade rights of the components remains at all times and under all conditions with the supplier .
- 4) The client accepts that the license granted to use the components by the supplier to the client does nor cover any associated components such as operating systems , audio and video decoders and encoders , graphic user interfaces and graphic device interfaces .
- 5) The client accepts that the ownership of the components and the intellectual property rights , including the copyright and any patent rights , and any trade rights of the components will not be affected by :-
 - i) any compilation , assembly , linkage or translation of the source code into object code or libraries or machine code .
 - ii) any translation or linking of the object code or libraries into machine code .
 - iii) any compression of the source code , object code , libraries or machine code .
 - iv) any encryption of the source code , object code , libraries or machine code .
 - v) any other form of transformation of the source code , object code , libraries or machine code .
 - vi) any alteration of the source code , object code , libraries or machine code .
 - vii) any addition to the source code , object code , libraries or machine code .
 - viii) any separate general agreement between the supplier and the client – whether this be an intellectual property agreement – a non disclosure agreement – an agreement to provide products and \ or services – or any other general agreement .
 - ix) any separate payment made by the client to the supplier .
- 6) The client understands that , where source code is supplied , the client is permitted to alter the source code of the components and accepts that any such alteration will not affect the ownership and the copyright of the components by the supplier .
- 7) The client agrees not to alter or remove any of the statements of ownership , copyright or authorship pertaining to the supplier from the source code , object code , libraries or machine code .
- 8) Where the client provides statements of authorship or copyright for parts of software , supplied by the client to the client's customers , within which the components have been incorporated , the client agrees to include statements of authorship and copyright pertaining to the supplier for the components supplied by the supplier . Further the client also agrees to include a reference to the supplier's Internet World Wide Web site address .
- 9) The client agrees to restrict access to the source code , object code and libraries of the components only to the specific staff members of the client company , contractors , service providers and consultants , who are required to have access - for purposes of evaluation , scripting , configuration , integration , build management , project management or auditing . Further the client agrees to make any such person aware of the terms of this agreement and undertakes to bind any such person to the terms of this agreement .
- 10) The client agrees to not allow any copies of the source code and libraries of the components to be supplied to any person or party not covered by this agreement .
- 11) The client agrees to restrict access to any passwords and any security access procedures , provided by the supplier to the client , only to those people who need to know the passwords and security access procedures and who are bound by the terms of this agreement . Further the client agrees not to undertake any action that will compromise any security measures used or provided by the supplier to protect the copyright or usage of the components .
- 12) The client accepts that the purchase of this license covers only the usage of the components by the client under the conditions stated in the usage license supplied by the supplier to the client . In addition the client understands that the client may also use the components on a personal computer in order to be able to develop and test the client's application . The client accepts that the client may not sell the components whether in an original or modified form .

- 13) The client accepts that if the components are supplied to the client by the supplier prior to the sale of a license to use the components by the supplier to the client that the client is bound by this agreement and that these components are used solely for evaluation and development purposes by the client .
- 14) The client agrees that where the client is acting as a third party developer for a customer , to ensure that the customer is bound under the terms of the agreement .
- 15) The client agrees that the usage of the components within products that are sold or supplied to customers of the client will only occur after receipt by the client of a license for the usage of the components from the supplier .
- 16) The client accepts that the supply of updated and new components by the supplier to the client is under the terms of this agreement and is covered by this agreement .
- 17) The client accepts that the components are supplied without any warranty as to their fitness for use .
- 18) The client agrees to indemnify the supplier against any actions taken against the supplier with regards to any consequences resulting from the client's use of the components .
- 19) The client agrees to indemnify the supplier against the result of any actions undertaken by any person whom the client is required to bind to the terms of this agreement where that person has not been bound by the client to the terms of this agreement and where this action results in damage to the supplier .
- 20) The client agrees to indemnify the supplier against any losses caused by the client using the components under conditions than are not in accordance with the license supplied by the supplier .
- 21) The client agrees to indemnify the supplier against any losses caused by the client supplying any person or company with the components without a license supplied by the supplier to those people or companies .
- 22) The client accepts that this agreement is conducted under the laws of England , the United Kingdom , the European Union and under International law respectively .
- 23) The client accepts that should any disputes arise concerning this agreement that they will be solved within the legal jurisdiction of England .
- 24) The person signing the agreement , on behalf of the client , warrants that he or she is the duly appointed officer of the client company in legal matters and as such can sign the agreement on behalf of the client . The person signing the agreement indicates that by signing the agreement that the client accepts each of the clauses of the contract individually and collectively and agrees to be bound to the conditions of the usage license supplied by the supplier . The person signing the agreement also agrees , that where he or she is not the duly appointed officer of the client company in legal matters , to indemnify the supplier against any losses caused by violations of the agreement and associated usage license by the client .

Signed Date

Name Position

Company Address

Each page must be initialled and dated by both parties .

License for the Usage of Software Supplied by the Supplier to the Client

Grant of Usage License by the Supplier

World Computers Ltd. of Suite 12397 , 72 New Bond Street , London , W1S 1RR , U.K.

hereby grants

name of company of legal address of company

usage of the GUI Front End Module components supplied by the supplier to the client under the terms of this agreement for usage on the client's platform platform name .

under the following conditions :-

- 1) That the supplier will supply to the client a copy of all of the components corresponding to the module for which a usage license has been purchased .
- 2) That the supplier will supply to the client a copy of all of the source code required to demonstrate the usage of the components on a personal computer of a type nominated by the supplier using an operating system of a type nominated by the supplier .
- 3) That this license for the usage of the components permits the client to :-
 - i) compile the supplied source code into object code .
 - ii) link the object code and the supplied libraries to produce machine code .
 - iii) to modify the supplied source code .

providing that this does not affect the ownership of the source code , object code , libraries or machine code of the components or the ownership of the copyright of the source code , object code , libraries or machine code of the components .

- 4) That this license for the usage of the components permits the client to sell software or provide software to customers of the client within stand alone or embedded PC application or an embedded system application where that software uses the components .
- 5) That this license for the usage of the components does not permit the client to sell the components as components separate from an application or as part of components separate from an application .
- 6) That the supplier will supply to the client a copy of all of all the relevant documentation pertaining to the usage of the components .
- 7) That the supplier will supply to the client a copy of all updates of the components pertaining to the client for a minimum period of 1 year from the date of activation of this license .
- 8) That the supplier will supply to the client a copy of all new components pertaining to the functional area of coverage of the components initially supplied to the client corresponding to the module supplied to the client and pertaining to the client for a minimum period of 1 year from the date of activation of this license .
- 9) That should the components fail to perform as the supplier intended that the supplier will undertake any work on the components necessary to ensure that they perform as the supplier intended . The modified components will then be made available to the client .

Signed Date

Name Mr Kim Lyon

Position Managing Director

Company World Computers Ltd.

Address Suite 12397 , 72 New Bond St. ,
London , W1S 1RR , U.K.

License Number

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World Computers Ltd. (U.K.)

Registration Number :- 3127877