

## END-USER LICENSE AGREEMENT

### **IMPORTANT! READ CAREFULLY TO THE END!**

This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Vekoff s.r.o. for the software product identified above, which includes computer software and may include associated media, printed materials, "online" or electronic documentation, and Internet-based services ("Product"). YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING, COPYING, OR OTHERWISE USING THE PRODUCT. **IF YOU DON'T AGREE, DO NOT INSTALL OR USE THIS PRODUCT.**

1. GRANT OF LICENSE: Vekoff s.r.o. grants you the following rights provided that you comply with all terms and conditions of this EULA:

Installation and use: You may install, use, access, display and run one copy of the Product on a single xDA device.

Mandatory Registration: The license rights granted under this EULA are limited. You may use trial version of the Product as long as you want, though you will be periodically asked to register your copy of the Product. In addition, some features will be disabled until you registered your copy of the Product. Refer to instructions on the FTouchSL web site (<http://www.ftouchsl.com>) or contact Vekoff s.r.o. sales representative by e-mail to register your copy of the Product.

Reservation of Rights: Vekoff s.r.o. reserves all rights not expressly granted to you in this EULA.

2. LIMITATION ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY: You may not reverse engineer, decompile or disassembly the Product, except and only to the extent that it is expressly permitted by applicable law notwithstanding this limitation.

3. TERMINATION: Without prejudice to any other rights, Vekoff s.r.o. may cancel this EULA if you do not abide by the terms and conditions of this EULA, in which case you must destroy all copies of the Product and all of its component parts.

4. NOT FOR RESALE SOFTWARE: Product identified as "Not for Resale" or "NFR", may not be resold, transferred or used for any purpose other than demonstration, test, evaluation or personal use.

5. DISCLAIMER OF WARRANTIES: Vekoff s.r.o. provides the Product and support services (if any) AS IS AND WITH ALL FAULTS, hereby disclaim all warranties and conditions, either express, implied or statutory, including, but not limited, to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with regard to the Product, and the provision of or failure to provide support or other services, information, software, and related content through the Product or otherwise arising out of the use of the Product. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE PRODUCT.

6. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL VEKOFF S.R.O. BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCT, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE PRODUCT OR OTHERWISE ARISING OUT OF THE USE OF THE PRODUCT, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF VEKOFF S.R.O. OR ANY SUPPLIER, AND EVEN IF VEKOFF S.R.O. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. The Product is protected by copyright and other intellectual property laws and treaties. Vekoff s.r.o. or its suppliers own the title, copyright, and other intellectual property rights in the Product. The Product is licensed, not sold.