

END-USER AGREEMENT

Lunaphore HORIZON™

PLEASE READ CAREFULLY

This End-User Licence Agreement (hereinafter the “EULA”) is a legal agreement between you (the “End-User”) and **LUNAPHORE TECHNOLOGIES, SA**, a company incorporated in Switzerland, with headquarters at Route de Lully 5C, 1131 Tolochenaz, Switzerland, duly registered within the commercial register of the Canton of Vaud under registration no. CHE-213.835.541 (“Licensor”, us or “we”) for:

- **Lunaphore HORIZON™ software, and Lunaphore HORIZON™ Viewer software** and the data supplied with the software, and the associated media (“Software/s”); and
- Online and/or electronic documents provided at installation (“Documents”).

We license the use of the Software and Documents to you and the entity or institution for whom you work. We do not sell the Software or Documents to you. We remain the owners of the Software and Documents at all times.

You are responsible for ensuring that your device meets the minimum requirements of the Software as stated in the User Manual.

By accepting the installation of the Software, you acknowledge your acceptance on the following terms and conditions included in this EULA agreement:

1. SCOPE

You may:

- a) download, install and use the Software for your internal and research purposes only by the number of users agreed;
- b) provided it is used on only one computer at any one time, transfer the Software from one computer to another;
- c) Receive and use any free supplementary software code or update of the Software incorporating “patches” and corrections of errors as may be provided by us from time to time; and
- d) use any Documents in support of the use permitted above and make up to one copy of the Documents as are reasonably necessary for its lawful use.

2. RESTRICTIONS

2.1 Restrictions. Except as expressly set out in this EULA e or as permitted by any local law, you undertake:

- a) not to copy the Software or Documents except where such copying is incidental to normal use of the Software, or where it is necessary for the purpose of back-up or operational security;
- b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software or Documents;
- c) not to make alterations to, or modifications of, the whole or any part of the Software, nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
- d) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such thing;
- e) to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;

- f) to supervise and control use of the Software and ensure that the Software is used by your employees in accordance with the terms of this Licence;
- g) to include our copyright notice on all entire and partial copies you make of the Software or the Documents.
- h) not to provide or otherwise make available the Software in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person other than your employees without prior written consent from us; and
- i) to comply with all applicable technology control or export laws and regulations, and
- j) not use the Software via any communications network or by means of remote access.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1** Purposes. You acknowledge that all intellectual property rights in the Software and the Documents anywhere in the world belong to us, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software or the Documents other than the right to use them in accordance with the terms of this Licence.
- 3.2** No - access. You acknowledge that you have no right to have access to the Software in source code form.
- 3.3** Ownership. Lunaphore shall at all times retain ownership of the Software as originally supplied to you and all subsequent downloads of the Software by you. The Software and the copyright, and other intellectual property rights of whatever nature in the Software, including any modifications made thereto are and shall remain the property of Lunaphore. Lunaphore reserves the right to grant licenses to use the Software to third parties.

Please after reading, you should print or download a copy of this EULA for future reference.