



MicroWalt Corporation

P O BOX 8, 1400 AA BUSSUM

Tel: +31 (0)35 - 7503090

FAX: +31 (0)35 - 7503091

SNS BUSSUM nr. 96.25.50.701

KvK Hilversum nr. 32085864

DUTCH*Star

Web: <http://www.dutch-star.nl/>

Email: info@dutch-star.nl

License Agreement

These terms apply to any of the software developed by MicroWalt Corporation DUTCH*Star.

BY DOWNLOADING AND/OR USING SOFTWARE FROM OUR WEB SITE, THE INDIVIDUAL OR ENTITY LICENSING THE PRODUCT ("LICENSEE") IS CONSENTING TO BE BOUND BY AND IS BECOMING A PARTY TO THIS AGREEMENT. IF LICENSEE DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THE LICENSEE MUST NOT INSTALL OR USE ANY OF THE SOFTWARE GOVERNED BY THIS AGREEMENT.

1. LICENSE AGREEMENT.

In this Agreement "Licensor" shall mean MicroWalt Corporation DUTCH*Star.

2. LICENSE GRANT.

Licensor grants Licensee a non-exclusive and transferable License to use for purposes in agreement with the general definition of the Amateur Radio Service as set forth by the IARU the executable version of the Product. Licensor warrants that it has the right to grant the foregoing license free and clear of third party intellectual property claims, and should any third party intellectual property claims arise, Licensor will defend and hold Licensee harmless from such claims.

3. RESTRICTIONS.

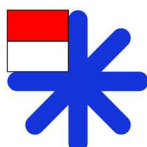
Except as otherwise expressly permitted in this Agreement, or in another Licensor agreement to which Licensee is a party such as a distribution agreement, Licensee may not: (i) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for the Product (except to the extent applicable laws specifically prohibit such restriction); (ii) redistribute, encumber, rent, lease, or sublicense rights to the Product; or (iii) remove or alter any trademark, logo, copyright, or other proprietary notices, legends, symbols or labels in the Product.

4. FEES.

License fees are applicable. Multiple copies of the Product will each require separate Licenses. If Licensee wishes to receive the Product on media, there may be a small charge for the media and for shipping and handling. Licensee is responsible for any and all taxes.

5. TERMINATION.

Without prejudice to any other rights, Licensor may terminate this Agreement if Licensee breaches any of its terms and conditions. Upon termination, Licensee shall destroy all copies of the Product.



DUTCH*Star is a trademark of MicroWalt Corporation in the E.U. and other countries.

Invoices are due 7 days after invoice date.

Our Standard Terms and Conditions apply to all transactions



MicroWalt Corporation

P O BOX 8, 1400 AA BUSSUM

Tel: +31 (0)35 - 7503090

FAX: +31 (0)35 - 7503091

SNS BUSSUM nr. 96.25.50.701

KvK Hilversum nr. 32085864

DUTCH*Star

Web: <http://www.dutch-star.nl/>

Email: info@dutch-star.nl

License Agreement

6. PROPRIETARY RIGHTS.

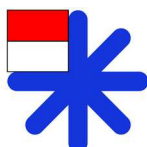
Title, ownership rights, and intellectual property rights in the Product shall remain in MicroWalt Corporation DUTCH*Star and/or its suppliers. Licensee acknowledges such ownership and intellectual property rights and will not take any action to jeopardize, limit or interfere in any manner with MicroWalt Corporation DUTCH*Star's or its suppliers' ownership of or rights with respect to the Product. The Product is protected by copyright and other intellectual property laws and by international treaties.

7. DISCLAIMER OF WARRANTY.

THE PRODUCT IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION THE WARRANTIES THAT IT IS FREE OF DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PRODUCT IS BORNE BY LICENSEE. SHOULD THE PRODUCT PROVE DEFECTIVE IN ANY RESPECT, LICENSEE AND NOT LICENSOR OR ITS SUPPLIERS OR RESELLERS ASSUMES THE ENTIRE COST OF ANY SERVICE AND REPAIR. IN ADDITION, THE SECURITY MECHANISMS IMPLEMENTED BY THE PRODUCT HAVE INHERENT LIMITATIONS, AND LICENSEE MUST DETERMINE THAT THE PRODUCT SUFFICIENTLY MEETS ITS REQUIREMENTS. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. NO USE OF THE PRODUCT IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

8. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR OR ITS SUPPLIERS OR RESELLERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN ANY CASE, LICENSOR'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF THE FEES LICENSEE PAID FOR THIS LICENSE (IF ANY) AND FEES FOR SUPPORT OF THE PRODUCT RECEIVED BY MICROWALT CORPORATION DUTCH*STAR UNDER A SEPARATE SUPPORT AGREEMENT (IF ANY), WITH THE EXCEPTION OF DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF LICENSOR TO THE EXTENT



DUTCH*Star is a trademark of MicroWalt Corporation in the E.U. and other countries.

Invoices are due 7 days after invoice date.

Our Standard Terms and Conditions apply to all transactions



MicroWalt Corporation

P O BOX 8, 1400 AA BUSSUM

Tel: +31 (0)35 - 7503090

FAX: +31 (0)35 - 7503091

DUTCH*Star

SNS BUSSUM nr. 96.25.50.701

KvK Hilversum nr. 32085864

Web: <http://www.dutch-star.nl/>

Email: info@dutch-star.nl

License Agreement

APPLICABLE LAW PROHIBITS THE LIMITATION OF DAMAGES IN SUCH CASES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT BE APPLICABLE.

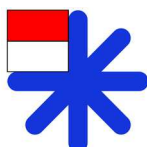
9. HIGH RISK ACTIVITIES.

The Product is not fault-tolerant and is not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Product could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). Accordingly, Licensor and its suppliers specifically disclaim any express or implied warranty of fitness for High Risk Activities. Licensee agrees that Licensor and its suppliers will not be liable for any claims or damages arising from the use of the Product in such applications.

10. MISCELLANEOUS.

(a) This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. (b) This Agreement may be amended only by a writing signed by both parties. (c) If any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect. (d) The controlling language of this Agreement is English. If Licensee has received a translation into another language, it has been provided for Licensee's convenience only. (e) A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. (f) The provisions of this Agreement which require or contemplate performance after the expiration or termination of this Agreement shall be enforceable notwithstanding said expiration or termination. (g) This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and permitted assigns. (h) Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay) or interruption of service resulting directly or indirectly from any cause beyond its reasonable control. (i) The relationship between Licensor and Licensee is that of independent contractors and neither Licensee nor its agents shall have any authority to bind Licensor in any way. (j) If any dispute arises under this Agreement, the prevailing party shall be reimbursed by the other party for any and all legal fees and costs associated therewith. (k) The headings to the sections of this Agreement are used for convenience only and shall have no substantive meaning.

2010/02/10



DUTCH*Star is a trademark of MicroWalt Corporation in the E.U. and other countries.

Invoices are due 7 days after invoice date.

Our Standard Terms and Conditions apply to all transactions