

Pegoda Source Code License Agreement

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1.6. “Pegoda Reader” means a contactless reader, connected to a computer, for interacting with RFID devices (e.g. smart cards), such reader comprising a microcontroller and a NXP RFID Reader Chip.

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7. TERM AND TERMINATION. This Agreement will remain in effect unless terminated as provided in this Section 7.

7.1. You may terminate this Agreement immediately upon written notice to Licensor at the address provided below.

7.2. Either party may terminate this Agreement if the other party is in default of any of the terms and conditions of this Agreement, and termination is effective if the defaulting party fails to correct such default within 30 days after written notice thereof by the non-defaulting party to the defaulting party at the address below.

7.3. Notwithstanding the foregoing, Licensor may terminate this Agreement immediately upon written notice if you: breach any of your confidentiality obligations or the license restrictions under this Agreement; become bankrupt, insolvent, or file a petition for bankruptcy or insolvency, make an assignment for the benefit of its creditors; enter proceedings for winding up or dissolution; are dissolved; or are nationalized or become subject to the expropriation of all or substantially all of its business or assets.

7.4. Upon termination of this Agreement, all licenses granted under Section 2 will expire,.

7.5. After termination of this Agreement by either party and upon Licensor's written request, you will, at your discretion, return to Licensor any confidential information including all copies thereof or furnish to Licensor at the address below, a statement certifying, with respect to the Licensed Software delivered hereunder that the original and all copies, except for archival copies to be used solely for dispute resolution purposes, in whole or in part, in any form, of the Licensed Software have been destroyed.

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14.2. Only Licensed Software that Licensors has specifically designated as “Automotive Qualified” is intended for use in automotive, military, or aerospace applications or environments. If you use Licensed Software that has not been designated as “Automotive Qualified” in an automotive, military, or aerospace application or environment, you do so at your own risk.

14.3. Licensed Software is not intended or authorized for any use in anti-personnel landmines.

15. CHOICE OF LAW; VENUE. This Agreement shall be governed by and construed in accordance with the laws of England and Wales without regard to provisions concerning conflicts of law and subject to the dispute resolution terms set forth in this Section regardless of any conflicting terms in any other agreements between the Licensors and Licensee. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Any dispute

arising out of or related to this Agreement, including any question regarding the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) Rules, which LCIA Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English.

The arbitration award shall be final and binding on the parties and be enforceable in any court of competent jurisdiction. Accordingly, both Licensor and Licensee hereby confirm that they shall treat the performance of this award as an obligation under this Agreement and expressly agree to carry out such arbitral award without delay. The arbitrator shall determine which party shall bear the fees of such arbitration. Nothing in this Section shall be construed or interpreted as a limitation on either Licensor's or Licensee's right under applicable law for injunctive or other equitable relief or to take any action to safeguard its possibility to have recourse on the other party.

Finally, Licensor and Licensee shall maintain the confidential nature of the arbitration proceeding and any awards, including the arbitration hearings, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

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20. NO WAIVER. The waiver by Licensor of any breach of any provision of this Agreement will not operate or be construed as a waiver of any other or a subsequent breach of the same or a different provision.
21. AUDIT. You will keep full, clear and accurate records with respect to your compliance with the limited license rights granted under this Agreement for three years following expiration or termination of this Agreement. Licensor will have the right, either itself or through an independent certified public accountant to examine and audit, at Licensor's expense, not more than once a year, and during normal business hours, all such records that may bear upon your compliance with the limited license rights granted above. You must make prompt adjustment to compensate for any errors and/or omissions disclosed by such examination or audit.
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APPENDIX A

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