## **AXEL-Firmware: LICENCE D'UTILISATION**

## **IMPORTANT - READ CAREFULLY:**

THIS LICENSE IS A LEGAL DOCUMENT setting forth the terms under which AXEL ("Licensor") and its licensors and suppliers (collectively referred to as "Third Party Suppliers") are willing to license to you firmware which is owned by Licensor and/or its Third Party Suppliers, who are intended third party beneficiaries under this License.

## **Definitions**

**AXEL-Firmware**: AXEL software embedded in AXEL-Hardware. The user can read but not modify this software. AXEL-Firmware is stored in a read-only memory integrated circuit chip in the AXEL-Hardware. This chip maintains its contents even if power is removed. AXEL-Firmware is composed of:

- Proprietary Axel Operating System Kernel
- Standard terminal emulations
- Support for VNC, RDP and ICA protocols

**Third Party Suppliers**: specifications of AXEL-Firmware are in part public and in other part licensed from third parties:

- by MICROSOFT® for RDP WINDOWS® protocol.
- by CITRIX® for ICA® protocol.

Acceptance. You have acquired an AXEL-Hardware device that includes AXEL-Firmware, some of which is licensed by Licensor from Third Party Suppliers. Licensor licenses AXEL-Firmware, together with any associated printed materials, and "online" or electronic documentation, on your acceptance of all of the terms contained within this License. Please read this Agreement carefully before unpacking, downloading, installing or using the AXEL-Hardware device. By unpacking or using the AXEL-Hardware device, you agree to be bound by the terms of this License. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE AXEL-Hardware DEVICE OR COPY THE AXEL-Firmware. In this situation immediately CONTACT LICENSOR FOR INFORMATION ON RETURNING THE UNUSED DEVICE AND ALL ACCOMPANYING MATERIALS FOR A REFUND. ANY USE OF THE AXEL-Hardware DEVICE, WILL CONSISTUTE YOUR AGREEMENT TO THIS LICENSE (OR RATIFICATION OF ANY PREVIOUS CONSENT).

**Grant.** Licensor grants to you a non-exclusive right, during the term of this License, to install and/or use the AXEL-Firmware. You have the right to use this AXEL-Firmware by loading it onto a computer containing the capability of transferring the AXEL-Firmware to the AXEL-Hardware device. You may use the AXEL-Firmware in this fashion as many times as necessary.

Copyright. The AXEL-Firmware and all related documentation are protected under the laws and treaties of copyright and intellectual property. All title and copyrights in and to the AXEL-Firmware and any copies of the AXEL-Firmware are owned and retained by Licensor and/or its Third Party Suppliers. You may copy and use the AXEL-Firmware and related printed materials, and "online" or electronic documentation only as expressly permitted in this License. You must reproduce and maintain all proprietary marks, legends, and copyright notices that appear in/or on the AXEL-Firmware and related materials, or any portion thereof, on any copies of the AXEL-Firmware or related materials that you make or use. Third Party Suppliers named in such copyright notices shall each have the right to enforce provisions of this License.

**Restrictions.** You may not sell, rent or lease the AXEL-Firmware. You may not decompile, reverse engineer, disassemble or otherwise decode or alter the AXEL-Firmware, or attempt to do any of the same, except and only to the extent that applicable law notwithstanding this limitation expressly permits such activity.

**AXEL-Firmware Transfer.** You may permanently transfer to another party ownership of the AXEL-Hardware device and equipment, including all of your rights under this License to use the AXEL-Firmware, provided you retain no copies, you transfer the entire product (including the AXEL-Hardware device and AXEL-Firmware and printed materials), and the recipient accepts and agrees to the terms and conditions of this License.

## Other Licenses

Client Access Licenses. If you use the AXEL-Hardware device to access or utilize the services or functionality of Microsoft Windows server products (such as Microsoft Windows NT Server 4.0 or Windows 2000 – 2003 Server, - all editions-), or use the AXEL-Hardware device to permit workstation or computing devices to access or utilize the services or functionality of Microsoft Windows Server products, you may be required to obtain a Client Access License for the AXEL-Hardware device and/or each such workstation or computing device. Please refer to the end user license agreement for your Microsoft Window Server product for additional information.

**Termination.** This License will terminate automatically if you fail to comply with any of its terms and conditions, including in particular all actions as defined in paragraph "restrictions". Upon termination for any reason, you agree to promptly destroy all copies of the AXEL-Firmware and related material or return all such copies to Licensor.

Disclaimer of Warranty. The AXEL-Firmware is provided "AS IS" with all faults and no warranties of any kind, whether express, implied or statutory. THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORTS (INCLUDING LACK OF NEGLIGENCE) IS WITH YOU. LICENSOR SPECIFICALLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, OR CONDITIONS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, CORRESPONDENCE TO DESCRIPTION OR FITNESS FOR A PARTICULAR PURPOSE. LICENSOR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE AXEL-FIRMWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION WILL BE UNINTERRUPTED OR ERROR FREE. ALSO THERE IS NO WARRANTY AGAINST INTERFERENCE WITH YOUR SATISFACTION WITH THE AXEL-FIRMWARE. ANY WARRANTIES THAT YOU HAVE RECEIVED FROM LICENSOR ASSOCIATED WITH THE DEVICE DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, LICENSOR'S THIRD PARTY SUPPLIERS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

**LIMITATION OF LIABILITY.** IN NO EVENT SHALL LICENSOR OR ANY THIRD PARTY SUPPLIER BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION COST OF COVER, LOST PROFITS, OR LOSSES RESULTING FROM BUSINESS INTERRUPTION OR LOSS OF DATA, REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY UNDER WHICH THE LIABILITY MAY BE ASSERTED, EVEN IF ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

REMEDIES. NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF LICENSOR AND ANY THIRD PARTY SUPPLIERS UNDER ANY PROVISION OF THIS AGREEMENT, AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING, SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE AXEL-Hardware DEVICE.

**AXEL-Firmware updates or supplements.** Any AXEL-Firmware provided to you by Licensor which updates or supplements the original AXEL-Firmware is governed by this License unless alternative terms are provided with such updates or supplements.

**Entire Agreement.** You agree that this License is the complete and exclusive statement of agreement between you and Licensor, and that it supersedes any prior proposal or agreement, oral or written, and any other communication relating to the AXEL-Firmware, other than payment terms. No vendor, provider, OEM, sales representative, or other person is authorized to modify this License or to make any warranty, representation or promise that is different from those set forth in this License.

**Governing Law.** This License shall be governed by and interpreted in accordance with: *For sales in United States of America and Canada*: by the laws of the State of Florida of the United States of America. *For sales in other worldwide countries*: by the French laws