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License Version 1.0
September 20th 2005

GDSIIZIP EVALUATION LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") is between the SoftJin Technologies Private Limited ("SoftJin"), having its registered office at Unit No.: 102, Mobius Tower, I Floor, SJR I - Park, EPIP, White Field, Bangalore, India - 560066 (hereinafter referred to as "SoftJin" which expression shall unless repugnant to the context include its successors and assigns) and any person, acting either individually or as an authorized representative of a company ("User") requesting for evaluation of SoftJin's GDSIIZIP ("Software") that includes object code programs and associated documentation files.

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5. LIMITATION OF LIABILITY

IN NO EVENT SHALL SOFTJIN BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR SAVINGS) WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF SOFTJIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. INDEMNIFICATION

User agrees to indemnify and hold harmless SoftJin from any claims, loss, cost, damage, expense, or liability, including attorneys' fees, arising out of or in connection with the use of Software by the User.

7. This Agreement shall be effective as of the date of execution, and shall continue for **thirty (30) days**. SoftJin may terminate this Agreement immediately if the User is in breach of its material obligations under this Agreement. The provisions of Sections 2, 3, 4, 5 and 6 shall survive any termination or expiration of this Agreement. Upon termination, User shall destroy all copies of the Software.
8. Neither this Agreement nor any rights or obligations of each party hereunder shall be assignable or transferable without the prior written consent of the other party.
9. This Agreement shall be governed and construed in accordance with the laws of India. All disputes, claims, suits and actions arising out of or in relation to this Agreement shall be submitted to the exclusive jurisdiction of Bangalore, India. The User hereby irrevocably waives any objection to the jurisdiction, process and venue of any court and to the effectiveness and enforceability of any order or judgment (including a default judgment) of any such court in relation to this Agreement, to the maximum extent permitted by the law of any jurisdiction, the laws of which might be claimed to be applicable regarding the effectiveness, enforcement or execution of such order or judgment. This section shall not restrict SoftJin's right to bring an action against the User in the jurisdiction where the User or User's place of business is located.
10. The User understands that any violation of this Agreement would subject SoftJin to irreparable injury. Therefore, in addition to any remedies otherwise available, SoftJin shall be entitled to injunctive relief or equitable relief as well as monetary

damages as may be deemed proper or necessary by a court of competent jurisdiction.

11. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be void, invalid, unenforceable or illegal, such provision shall be severed from this Agreement and the remaining provisions will remain in full force and effect.

12. MISCELLANEOUS

This Agreement contains the parties' entire understanding relating to its subject matter and supersedes all prior or contemporaneous agreements. This Agreement may only be modified in writing by authorized representatives of the parties. Waiver of terms or excuse of breach must be in writing and shall not constitute subsequent consent, waiver or excuse. The prevailing party in any legal action regarding the subject matter of this Agreement shall be entitled to recover, in addition to other relief, reasonable attorneys' fees and expenses.