

LICENCE AGREEMENT FOR THE IONCUBE PHP LOADER, PROVIDED TO ENABLE THE USE OF IONCUBE ENCODED FILES AND AS PART OF THE IONCUBE24 SERVICE (ioncube24.com)

YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE USING THE LOADER SOFTWARE. THE INSTALLATION AND/OR USE OR COPYING OF THE IONCUBE PHP LOADER SOFTWARE INDICATES YOUR ACCEPTANCE OF THIS LICENCE AGREEMENT. IF YOU DO NOT ACCEPT THE TERMS OF THIS LICENCE AGREEMENT, DO NOT INSTALL, COPY AND/OR USE THE LOADER SOFTWARE.

## DEFINITIONS

The following definitions shall apply in this document:

LOADER shall mean the ionCube PHP Loader software package or collection of Loaders, including any modifications or upgrades to the software, used for executing PHP scripts previously encoded with the ionCube PHP Encoder software to render them non-humanly readable, and any associated documentation or electronic or online materials relating to the software.

ENCODER shall mean any ionCube PHP Encoder software or service used for the purpose of producing non-humanly readable encoded files from PHP scripts.

ENCODED FILE shall mean a non-humanly readable file produced by the Encoder and being derived from humanly readable PHP script source.

PROVIDER shall mean ionCube Ltd.

USER/YOU shall mean any entity who has downloaded or obtained through any other means a version of the Loader software.

## 1 LICENSE ENTITLEMENT

1.1 The Loader is provided without charge. Title to the Loader does not pass to the user in any circumstances. The Loader is supplied as object code.

1.2 The provider grants a personal, non-transferable, non-exclusive licence to use the Loader in accordance with the terms and conditions of this Licence Agreement.

1.3 The installation or downloading and use of the Loader entitles the user to install and use the Loader for its own internal lawful purposes.

## 2 DISTRIBUTION

2.1 The Loader may be freely distributed to third parties alone or as part of a distribution containing other items provided that this license is also included.

2.2 The Loader may under no circumstances be branded as another product, whether distributed or not.

2.3 Distribution as part of a commercial product is permitted provided such distribution is in accordance with clauses 2.1 and 2.2 with respect to the Loader.

## 3 ANALYSIS / REVERSE ENGINEERING / MODIFICATION

Except insofar as the user is permitted to do so in accordance with applicable law:

3.1 Any analysis of the Loader and embedded data by any means and by any entity whether human or otherwise and including but without limitation to discover details of internal operation, to reverse engineer, to de-compile object code, or to modify for the purposes of modifying behaviour is forbidden.

3.2 Any analysis of encoded files by any means and by any entity whether human or otherwise and including but without limitation to discover details of file format or for the purposes of modifying behaviour or scope of their usage is forbidden.

## 4 WARRANTY

THE LOADER SOFTWARE IS PROVIDED "AS IS" AND ANY EXPRESSED OR IMPLIED WARRANTIES INCLUDING BUT WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE ARE

DISCLAIMED. THE PROVIDER DOES NOT WARRANT THAT THE LOADER IS UNINTERRUPTED OR ERROR FREE, NOR THAT THE OPERATION OF THE LOADER WILL FUNCTION IN CONJUNCTION WITH ANY OTHER PRODUCT.

## 5 LIMITATION OF LIABILITY

5.1 IN NO EVENT WILL THE PROVIDER OF THE LOADER BE LIABLE TO THE USER OR ANY PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR OTHER CONSEQUENTIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THIS LICENCE AGREEMENT OR ANY USE OF THE LOADER OR ENCODED FILES, EVEN IF THE PROVIDER IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.2 THE LOADER IS PROVIDED ON AN "AS IS" BASIS. THE PROVIDER EXCLUDES ALL WARRANTIES, CONDITIONS, TERMS, UNDERTAKINGS AND REPRESENTATIONS (EXCLUDING FRAUDULENT MISREPRESENTATION) OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE IN CONNECTION WITH THE LOADER TO THE FULLEST EXTENT PERMITTED BY LAW.

5.3 DOWNLOADING THE LOADER IS AT YOUR OWN RISK AND THE PROVIDER DOES NOT ACCEPT LIABILITY FOR ANY DIRECT OR INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED AS A RESULT OF ANY COMPUTER VIRUSES, BUGS, TROJAN HORSES, WORMS, SOFTWARE BOMBS OR OTHER SIMILAR PROGRAMS ARISING FROM YOUR USE OF THE LOADER. WHILST THE PROVIDER WILL DO ITS BEST TO ENSURE THAT THE LOADER IS FREE FROM SUCH DESTRUCTIVE PROGRAMS, IT IS YOUR RESPONSIBILITY TO TAKE REASONABLE PRECAUTIONS TO SCAN FOR SUCH DESTRUCTIVE PROGRAMS DOWNLOADED FROM THE INTERNET.

5.4 THE PROVIDER'S MAXIMUM LIABILITY FOR ANY LOSS OR DAMAGE ARISING FROM THIS LICENCE AGREEMENT SHALL IN ANY EVENT BE LIMITED IN THE SOLE DISCRETION OF THE PROVIDER TO THE REPLACEMENT OF THE LOADER PRODUCT.

5.5 DUE TO THE NATURE OF THE INTERNET, THE PROVIDER CANNOT GUARANTEE THAT ANY E-MAILS OR OTHER ELECTRONIC TRANSMISSIONS WILL BE SENT TO YOU OR RECEIVED BY THE PROVIDER OR THAT THE CONTENT OF SUCH TRANSMISSIONS WILL BE SECURE DURING TRANSMISSION.

## 6 BUG FIXING AND PRODUCT SUPPORT

6.1 The provider will use reasonable endeavours to provide support to users. The provider will at their discretion only provide support for the latest release.

6.2 Support comprises of fault reporting via tickets and fault diagnosis, recommendations on workarounds, and where reasonably possible a timely resolution.

6.3 The user accepts that on occasion the ability of the provider to meet anticipated or published support schedules may be impaired due to, but without limitation, Internet service provider failures or software failures that affect the ability to communicate for an indeterminate period.

6.4 The provider reserves the right to refuse to provide support at any time.

6.5 The provider wishes to maintain and offer a product of the highest possible quality, and accordingly may from time to time and at its discretion make product changes for the purpose of correcting behaviour in variance to the published specification or the user's reasonable expectations.

6.6 The provider reserves the right to charge for support where the user does not have a valid support plan in place, or where the support offered exceeds the scope of the active support plan.

## 7 PRODUCT UPGRADES

7.1 The provider may from time to time release product upgrades. These will be provided free of charge and attempts made to provide a timely notification to customers of the existence of any new release.

## 8 ERRORS AND OMISSIONS

Whilst reasonable endeavours are made to ensure the accuracy of documentation concerning the details of the Loader, the user accepts the possibility of inaccuracies in information presented in any format, including email communications and online services. The provider shall under no circumstances be liable for any events that arise as a result of unintentional inaccuracies or omissions.

## 9 USER INDEMNITY

You agree to fully indemnify, defend and hold the provider harmless immediately upon demand from and against all actions, liability, claims, losses, damages, costs and expenses (including legal/attorney fees) incurred by the provider arising directly or indirectly as a result of your breach of this Licence Agreement.

## 10 INTELLECTUAL PROPERTY RIGHTS

10.1 The user acknowledges that the Loader and associated documentation and materials contain proprietary information of the provider and are and shall remain the exclusive property of the provider and/or its licensors and all title, copyright, trade marks, trade names, patents and other intellectual property rights therein of whatever nature shall remain the sole property of the provider and/or its licensors.

10.2 No title to or rights of ownership, copyright or other intellectual property in the Loader is transferred to the user (other than the licence rights expressly granted in this Licence Agreement).

## 11 TERMINATION

11.1 The provider reserves the right to terminate this Licence Agreement immediately by notice in writing against the user if the user is in breach of any terms and conditions of this Licence Agreement.

11.2 Termination of this Licence Agreement for any reason shall be without prejudice to any other rights or remedies of the provider which may have arisen on or before the date of termination under this Licence Agreement or in law.

11.3 The provisions of the following clauses shall survive any termination of this agreement; clause 3, 5, 10 and 13.

## 12 GENERAL

12.1 The provider reserves the right to transfer or assign all or any of its rights and duties and responsibilities set out in this Licence Agreement to another party.

12.2 Headings have been included for convenience only and will not be used in construing any provision of this Licence Agreement.

12.3 No delay or failure by the provider to exercise any powers, rights or remedies under this Licence Agreement will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies include any other or further exercise of them.

12.4 If any part of this Licence Agreement is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of this Licence Agreement which will continue to be valid and enforceable to the fullest extent permitted by applicable law.

12.5 This Licence Agreement including the documents or other sources referred to herein supersede all prior representations, understandings and agreements between the user and the provider relating to the Loader and sets forth the entire agreement and understanding between the user and the provider relating to the Loader.

12.6 Nothing in this Licence Agreement shall be deemed to constitute a partnership between you and the provider nor constitute either party being an agent of the other party.

12.7 This Agreement does not create any rights or benefits enforceable by any person not a party to it (within the meaning of the U.K. Contracts (Rights of Third Parties) Act 1999) except that a person who under clause 12.1 is a permitted successor or assignee of the rights or benefits of the provider may enforce such rights or benefits.

## 13 GOVERNING LAW AND JURISDICTION

This License Agreement and any issues relating thereto shall be construed and interpreted in accordance with the laws of England and subject to the

exclusive jurisdiction of the English courts.

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