

ANDICA LIMITED

SOFTWARE LICENCE AGREEMENT AND WARRANTY

IMPORTANT - READ CAREFULLY

ANDICA LIMITED ("ANDICA") ON ITS OWN BEHALF AND ON BEHALF OF ITS SUBSIDIARIES, DIVISIONS AND AFFILIATES (COLLECTIVELY REFERRED TO AS "ANDICA") LICENSES THIS SOFTWARE WHICH INCLUDES COMPUTER SOFTWARE AND ASSOCIATED MEDIA AND DOCUMENTATION (COLLECTIVELY REFERRED TO AS "SOFTWARE") TO YOU ("YOU", "END USER" OR "LICENSEE") ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS LICENSE AGREEMENT. PLEASE READ THE TERMS CAREFULLY BEFORE CONTINUING THE INSTALLATION PROCESS, AS SELECTING THE "I ACCEPT THE TERMS IN THE LICENSE AGREEMENT" AND PRESSING THE "NEXT" BUTTON, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, SELECT "I DO NOT ACCEPT THE TERMS IN THE LICENSE AGREEMENT" AND PRESS THE "CANCEL" BUTTON TO TERMINATE THE INSTALLATION PROCESS AND PROMPTLY RETURN THE UNUSED SOFTWARE TO THE PLACE FROM WHERE YOU OBTAINED IT.

IF YOU ARE UNWILLING TO ACCEPT THE TERMS OF THE LICENSE AGREEMENT AND YOU PURCHASED THE SOFTWARE FROM A RESELLER, YOU SHOULD RETURN THE FULL SOFTWARE WITH YOUR PROOF OF PURCHASE TO THE RESELLER FROM WHOM IT WAS PURCHASED. THE RESELLER MAY HAVE THEIR OWN TERMS AND CONDITIONS FOR RETURNS AND REFUNDS. ANDICA DO NOT ACCEPT ANY OBLIGATIONS AND LIABILITIES TO ANY CLAIMS YOU MAY HAVE WITH THE RESELLER. BREAKING THE SEAL ON THE SOFTWARE PACKAGING, WHERE A SEAL IS AFFIXED, OR INSTALLATION OF THE SOFTWARE, CONSTITUTES ACCEPTANCE OF THE AGREEMENT.

The software that accompanies this license (the "Software") is the property of Andica and is protected by copyright law and international treaty. While Andica continues to own the software, you will have certain rights to use the software after your acceptance of this license.

The software may include software owned by third parties (Referred here as "Third-Party Owners" or "Third Party Software"). The Third-Party Owners are third-party beneficiaries of this license agreement and you agree to be bound to them under all the terms and conditions of this agreement, unless and to the extent that a separate license agreement for such third party software governs. The software is protected by copyright and other intellectual property laws. Andica or the Third Party Owners retain ownership of their respective software and the copies of the software provided herewith. The software is licensed to Licensee for use subject to the terms set forth in this agreement. Purchasing the software, paying for it and using the software, does not imply passing of ownership titles of the software to the user.

Terms and conditions of this license agreement may be modified by an addendum to this or future license agreements.

Andica hereby grants to Licensee and Licensee fully accepts, upon delivery, a nonexclusive, non-transferable, perpetual or time limited (unless terminated as provided below) rights to use only the software executables for its own internal business purposes in case of the business software or for personal use in case of the personal software. Installation of the Licensed Software entails completion of registration process with Andica and activation procedure. Activation may be required for each computer where the software is installed subject to the number of software licenses acquired. Time limited licence is granted for the right to use software within period specified at the time of purchasing the licence. Annual licence is granted for use of software for a year from purchase of the licence. For the purpose of removing any doubt, licence is granted for use of a specific version of the software. Licence should be purchased for each earlier or later version. Software licence expires at the end of the term and the software with all its functions will be deactivated unless the licence has been renewed.

You can only use one copy of the Software on a single computer and /or disk drive. A license must be purchased for each computer or hardware, including disk drives on which software is installed. For a network version of the software, use the software on a network provided that you have a licensed copy of the software for each computer that can access the software over that network. Software licenses are also restricted by the number of records that can be created and processed.

You may not copy any documentation that accompanies the software or make any copies of all or part of the software other than as expressly permitted in this agreement. You may not resell, sublicense, rent or lease any portion of the software or host the software on your computer for others to use, transfer the software to another person or entity, without a specific agreement in writing by Andica, reverse engineer, decompile, disassemble, modify, translate and make any attempt to discover the source code of the software or create derivative works from the software. You may not use a previous version or copy of the software after you have received a replacement set or an upgraded version as a replacement of the prior version.

You may not use the Andica and/or Andica Limited trademarks as part of a product name, trademark or business name without prior written approval from Andica. You may not develop, market or distribute add-ons or enhancements to the software without the prior written consent of Andica, separate license fees and royalties may be payable to Andica. You may not copy any portion of the Andica products graphical user interface for incorporation into or use for any software or other products without the prior written consent of Andica.

You acknowledge and agree that Andica or its licensor are the exclusive owners of all rights in the Software, including all intellectual property rights now in existence or which come into existence and you will comply with all of the terms and conditions of this Agreement. Any violation by you of this Agreement that will cause Andica or its Licensor irreparable harm will entitle Andica to immediate and permanent injunctive relief in addition to all other available remedies. Any claim or dispute relating to this Agreement must be brought in Courts within the courts located in Middlesex and London, United Kingdom. You have had a complete opportunity to review and understand this Agreement before using the Software.

Links to third party web sites or documents within the software or any options that allow links to third party sites or documents is provided to you for convenience only. Andica does not generate or control the content of the third party sites and is not responsible for and does not endorse the policies, practices or contents of any third party sites and cannot be held responsible for the content, unavailability, services and neither can we provide any advice on the third party sites or documents.

LIMITED WARRANTY:

To the maximum extent permitted by the applicable law, the warranty and remedy set forth below are exclusive and in lieu of all other warranties and remedies, oral or written, expressed or implied. Except as provided for in this agreement, no Andica reseller, dealer, agent or employee is authorized to modify or add to the following warranties and remedies.

Andica warrants that the media on which the Software is distributed will be free from defects in material and workmanship under normal use for the period of 14 days from the date of delivery of the Software to you. Your sole remedy in the event of a breach of this warranty will be that Andica will, at its option, replace any defective media returned to Andica within the warranty period. Andica does not warrant that the software will meet your requirements or that operation of the Software will be uninterrupted or that the Software will be error-free or that all defects will be corrected. Warranty is void if failure of the Licensed Software has resulted from accident, abuse, modification or misapplication of the Licensed Software. The aforementioned warranty specifically excludes Third-Party Owners' proprietary preloaded content.

If you believe there is a defect in the software such that it does not meet the limited warranty provided above, you must notify Andica in writing within the 14-day warranty period. Andica's entire liability and your exclusive remedy with regard to the Limited Warranty, shall be, at Andica's sole discretion, to either repair or replacement of the software or a refund of the amount paid by you for the software (provided in that case that you also return the software). Any repaired or replacement software shall be warranted for the remainder of the original warranty period.

IN NO EVENT WILL ANDICA BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES OR SIMILAR DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE LICENSED SOFTWARE INCLUDING ANY LOST PROFITS OR LOST DATA ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE EVEN IF ANDICA OR ITS LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In particular, and without limitation, Andica shall have no liability for any data stored or processed with the Licensed Software, including the costs of recovering such data. IN NO CASE SHALL ANDICA'S LIABILITY EXCEED THE PURCHASE PRICE FOR THE SOFTWARE. The disclaimers and limitations set forth above will apply regardless of whether you accept the Software.

Andica provides maintenance and/or technical support (including upgrades and enhancements) for the Software only through separate support Agreements. Support is not included in the price of the software and the company reserves the right to provide (and/or refuse) support for the product. Please contact Andica or the place from which you obtained the Software if you wish to obtain maintenance and/or technical support through the execution of such an agreement.

Your right to use the software continues until this agreement is terminated; or, in the event of the limited period license, the expiry of such license period. You may terminate this agreement at any time by completely removing, uninstalling and deleting all of your copies of the software and returning the software to Andica at your own costs. This agreement will automatically terminate if you fail to comply with the material terms of this agreement. Upon any termination, you agree to remove all software from your computers, destroy all copies of the Licensed Software, and, upon request from Andica, certify in writing your compliance herewith.

If any of the terms, or portions thereof, of this agreement are invalid or unenforceable under any applicable statute or rule of law, the court shall reform the contract to include an enforceable term as close to the intent of the original term as possible; all other terms shall remain unchanged.

This agreement shall inure to the benefit of, and is freely assignable to, Andica's successors and assignees of rights in the Licensed Software.

If the Licensee acquired the software through a Reseller, the Licensee acknowledges that:

- (i) Payment and delivery terms for the Licensed Software must be established separately and independently between the Licensee and the Reseller.
- (ii) This software license agreement constitutes the entire agreement between the Licensee and Andica regarding the license rights for the software as described above and is controlling.
- (iii) The terms and conditions of any purchase order or any other agreement between the Licensee and the Reseller are not binding on Andica.
- (iv) The Reseller is not Andica's agent and is not authorised to alter, amend or modify the terms of this agreement or to otherwise grant any license or other rights relating in any way to the Licensed Software.
- (v) Licensee's non-payment of any amount due to a Reseller or any other relevant third party relating to its licensed rights under this agreement shall constitute a basis for Andica's termination of this agreement. Licensee further acknowledges that Andica makes no representation or warranty with regard to any services provided by any Reseller, or any actions or failures to act by any Reseller.

This Agreement will be governed by the United Kingdom laws relating to contracts made here. The U.N. Convention on the International Sale of Goods is expressly excluded. This Agreement may only be modified by a license addendum which accompanies this license or by a written document which has been signed by both you and Andica. Should you have any questions concerning this Agreement, or if you desire to contact Andica for any reason, please write to:

ANDICA LIMITED
THE PINES
DAWS HILL LANE
HIGH WYCOMBE
BUCKINGHAMSHIRE
HP11 1PW