

software license agreement



1. License. The software, documentation and any fonts accompanying this License whether on disk, in read only memory, on any other media or in any other form (the "Iceni Software") are licensed to you by Iceni Technology Ltd., or its local subsidiary, if any ("Iceni"). You own the media on which the Iceni Software is recorded but Iceni retain title to the Iceni Software. The Iceni Software and any copies made and/or distributed under this License are subject to this License.

2. Permitted Uses and Restrictions. This License allows you to install and use the Iceni Software on up to one (1) computer at a time. You may make up to five (5) copies of the Iceni Software in machine-readable form for backup purposes only. The backup copies must include all copyright information contained on the original. Except as permitted by applicable law and this License, you may not decompile, reverse engineer, disassemble, modify, rent, lease, loan, distribute, create derivative works from the Iceni Software or transmit the Iceni Software over a network. You may, however, transfer your rights under this License provided you transfer the related documentation, this License and a copy of the Iceni Software to a party who agrees to accept the terms of this License and destroy any other copies of the Iceni Software in your possession. Your rights under this License will terminate automatically without notice from Iceni if you fail to comply with any term(s) of this License.

3. Limited Warranty on Media (if applicable). Iceni warrants the media on which the Iceni Software is recorded to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of original retail purchase. Your exclusive remedy under this paragraph shall be, at Iceni's option, a refund of the purchase price of the product containing the Iceni Software or replacement of the Iceni Software which is returned to Iceni or an Iceni authorised representative with a copy of the receipt. This limited warranty and any implied warranties on the media including the implied warranties of merchantability and fitness for a particular purpose are limited in duration to ninety (90) days from the date of original retail purchase. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you. The limited warranty set forth herein is exclusive and in lieu of all others, whether oral or written, express or implied. Iceni specifically disclaims all other warranties. This limited warranty gives you specific legal rights, and you may also have other rights which vary by jurisdiction.

4. Disclaimer of Warranty on Iceni Software. You expressly acknowledge and agree that use of the Iceni Software is at your sole risk. The Iceni Software is provided "AS IS" and without warranty of any kind and Iceni and Iceni's licensor(s) (for the purposes of provisions 4 and 5, Iceni and Iceni's licensor(s) shall be collectively referred to as "Iceni") Expressly disclaim all warranties and/or conditions, express or implied, including, but not limited to, the implied warranties and/or conditions of merchantability or satisfactory quality and fitness for a particular purpose and non-infringement of third party rights. Iceni does not warrant that the functions contained in the Iceni Software will meet your requirements, or that the operation of the Iceni Software will be uninterrupted or error-free, or that defects in the Iceni Software will be corrected. Furthermore, Iceni does not warrant or make any representations regarding the use or the results of the use of the Iceni Software or related documentation in terms of their correctness, accuracy, reliability, or otherwise. No oral or written information or advice given by Iceni or an Iceni authorised representative shall create a warranty or in any way increase the scope of this warranty. Should the Iceni Software prove defective, you (and not Iceni or an Iceni authorised representative) assume the entire cost of all necessary servicing, repair or correction. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. The terms of this disclaimer do not affect or prejudice the statutory rights of a consumer acquiring Iceni products otherwise than in the course of a business, neither do they limit or exclude any liability for death or personal injury caused by Iceni's negligence.

5. Limitation of Liability. Under no circumstances, including negligence, shall Iceni be liable for any incidental, special, indirect or consequential damages arising out of or relating to this license. Some jurisdictions do not allow the limitation of incidental or consequential damages so this limitation may not apply to you. In no event shall Iceni's total liability to you for all damages exceed the amount of thirty pounds sterling (£30.00).

6. Controlling Law and Severability. If there is a local subsidiary of Iceni in the country in which the Iceni Software License was obtained, then the local law in which the subsidiary sits shall govern this License. Otherwise, this License shall be governed by the laws of the United Kingdom. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this License shall continue in full force and effect.

7. Complete Agreement. This License constitutes the entire agreement between the parties with respect to the use of the Iceni Software and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Iceni.

Iceni Technology, Limited

ICENI TECHNOLOGY LIMITED

82 Saint Philips Road, Norwich, Norfolk NR2 3BW. Tel: 01603 474831 Fax: 01603 474832 Email: sales@iceni.com

Registered office 44 Hurricane Way, Norwich NR6 6JB, England. Registered No. 3362311.