

END-USER LICENSE AGREEMENT FOR DEFACTO LIMITED SOFTWARE

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this EULA as "You" or "Customer") and Defacto Limited for the software product that accompanies this EULA, including any associated media, printed materials and electronic documentation (the "Software Product"). The Software Product also includes any software updates, add-on components, web services and/or supplements that Defacto Limited may provide to You or make available to You after the date You obtain your initial copy of the Software Product to the extent that such items are not accompanied by a separate license agreement or terms of use. By installing, copying, downloading, accessing or otherwise using the Software Product, You agree to be bound by the terms of this EULA. If You do not agree to the terms of this EULA, do not install, access or use the Software Product; in such event the original purchaser may, however, return it to the place of purchase within thirty days of the date of original purchase for a full refund.

SOFTWARE PRODUCT LICENSE

The Software Product is protected by intellectual property laws and treaties. The Software Product is licensed, not sold

EVALUATION SOFTWARE: For all Evaluation Software the clauses in "Section A" apply.

FULL LICENSED SOFTWARE: For all Full Licensed Software (whether that be through the application of a license to an Evaluation version of the product or by the direct purchase of a licensed product), the clauses in "Section B" apply.

A. EVALUATION SOFTWARE

DEFACTO LIMITED IS WILLING TO LICENSE THE DOWNLOADABLE, EVALUATION SOFTWARE (the "SOFTWARE") TO YOU ON THE CONDITION THAT YOU ACCEPT THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT (THIS "AGREEMENT"). BY CLICKING ON THE "I ACCEPT" BUTTON OR BY INSTALLING OR USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, THEN DO NOT PROCEED ANY FURTHER AND CLICK THE "I DO NOT ACCEPT" BUTTON BELOW.

GENERAL TERMS AND CONDITIONS

1. EVALUATION

You may install the Software on Your computer system and use the Software solely to evaluate and test the Software pursuant to the terms of this Agreement during the evaluation period. You will not otherwise use or copy, translate, modify, adapt, decompile, disassemble or reverse engineer the Software. Since this is evaluation Software, portions of the full use version of the Software may be withheld or unusable and use of the Software may require accessing portions of the Software remotely through the Internet. Full use of the Software may be restricted by technological protections. You agree not to use the Software in violation of any law, statute, ordinance or other regulation (including export control and unfair competition laws) or any obligation to which You are bound. You agree to comply with all applicable laws and regulations regarding Your use of the Software. You agree to indemnify DEFACTO LIMITED from and against any liability that may incur arising from Your use of the Software.

2. OWNERSHIP

All patents, copyrights, trade secrets and other proprietary rights in or related to the Software are and will remain the exclusive property of DEFACTO LIMITED, whether or not specifically recognized or perfected under the laws of the country where the Software is located. You hereby assign and agree to assign any

and all rights You may have or acquire in or to the Software for no additional consideration. You will not take any action that jeopardizes Defacto Limited or its licensors' proprietary rights or acquire any rights in the Software, except the limited evaluatory right specified in Section 1, or its designee will own all rights in any copy, translation, modification, adaptation or derivation of the Software, including any improvement or development thereof. At Defacto Limited's request, You will execute or obtain the execution of any instrument that may be appropriate to assign these rights to, or its designee or to perfect these rights in or its designee's name.

3. CONFIDENTIALITY

(a) Confidentiality. You acknowledge that the Software is and incorporates confidential and proprietary information developed, acquired by or licensed to Defacto Limited. You will take all reasonable precautions necessary to safeguard the confidentiality of the Software, and will not disclose any information about the Software or the Software evaluations or reports to any other person without Defacto Limited prior written permission. You will not allow the removal or defacement of any confidentiality or proprietary notice placed on the Software. The placement of a copyright notice on the Software will not constitute publication or otherwise impair its confidential nature.

(b) Unauthorized Use or Disclosure. You acknowledge that any unauthorized use or disclosure of the Software will cause irreparable harm to Defacto Limited and its licensors. If an unauthorized use or disclosure occurs, You will take all steps that are necessary to recover the Software and to prevent its subsequent unauthorized use or dissemination.

(c) Limitation. You will have no confidentiality obligation with respect to any portion of the Software that (i) You lawfully obtained from a third party under no obligation of confidentiality or (ii) became available to the public other than as a result of Your act or omission.

4. DISCLAIMER OF WARRANTY

YOU ACKNOWLEDGE AND AGREE THAT THE SOFTWARE IS EVALUATION SOFTWARE AND THAT IT IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE SOFTWARE, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY DEFACTO LIMITED OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED

5. DISCLAIMER OF DAMAGES

UNDER NO CIRCUMSTANCES WILL DEFACTO LIMITED, ITS LICENSORS OR ITS OR THEIR RELATED COMPANIES BE LIABLE TO YOU FOR ANY DIRECT, CONSEQUENTIAL, INDIRECT OR SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON YOUR CLAIMS OR THE CLAIMS OF ANY THIRD PARTY, WHETHER BASED ON THIS AGREEMENT, ANY COMMITMENT PERFORMED OR UNDERTAKEN UNDER ON OR IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE, EXCEPT ONLY IN THE CASE OF PERSONAL INJURY WHERE AND TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY.

6. MISCELLANEOUS

You and Defacto Limited are independent parties. Nothing in this Agreement shall be construed as making You an employee, agent or legal representative of Defacto Limited. This Agreement may be terminated by Defacto Limited at any time upon notice to You and will automatically terminate upon the earlier of the completion of Your evaluation of the Software or the evaluation period. Upon termination, You agree to promptly de-install and delete all copies of the Software in Your possession and discontinue any further use of the Software. The parties' rights and obligations under Sections 2, 3, 4, and 5 will

survive the termination of this. This Agreement constitutes the complete and entire statement of all terms, conditions and representations of the agreement between You and Defacto Limited with respect to the Software.

By clicking the I Accept box below or by installing or using the Software, You agree to be bound by the terms and conditions of this Agreement.

B. FULL LICENSED SOFTWARE

1) GRANT OF LICENSE. This Section of the EULA describes Your general rights to install and use the Software Product. The license rights described in this section are subject to all other terms and conditions of this EULA

(a) General License Grant to Install and Use Software Product. You may install and use one copy of the Software Product on a single computer in which you have acquired rights.

(b) Redistributable File(s). Notwithstanding the terms of this EULA to the contrary, certain of the executable files of the Software Product may be redistributed by you to the extent required for the permitted operation of the application(s) software installation code created by you while using the Software Product. The redistributable file(s) are limited to those specifically identified as "Redistributables" in the media, printed materials, and "online" or electronic documentation accompanying the particular embodiment of the Software Product.

(c) License Pack/Corporate Site License. If you have acquired this Software Product in a Site License Pack or Corporate Site License Agreement, you may make the number of additional copies of the computer software portion of the Software Product as defined on that EULA, and you may use each copy in the manner specified above.

2) DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

(a) Limitations on Reverse Engineering, Decompilation, and Disassembly. You may not modify, reverse engineer, decompile, or disassemble the Software Product, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. The Software Product is licensed as a single product. Except with respect to the Redistributables, its component parts may not be separated for use on more than one computer.

(b) Not for Resale Software. If the Software Product is labelled "Not for Resale" or "NFR" or "Evaluation Copy" or "30 Day Complimentary," then, notwithstanding other sections of this EULA, you may not use the Software Product for commercial purposes nor sell, or otherwise transfer it for value. Commercial purposes include the use of the Software Product to create publicly distributed computer software.

(c) No rental, leasing or commercial hosting. You may not rent, lease, lend or provide commercial hosting services to third parties with the Software Product. In all cases, goods remain the property of Defacto Limited until payment is received in full.

(d) Software Transfer. You may permanently and wholly transfer all of your rights under this EULA, provided you (a) retain no copies (whole or partial), (b) permanently and wholly transfer any and all of the Software Product (including all component parts, the media and printed materials, any upgrades, this EULA, and, if applicable, the Certificate of Authenticity) to the recipient, and (c) the recipient first agrees to abide by all of the terms of this EULA. If the Software Product is an upgrade, any transfer must include any and all prior versions of the Software Product and any and all of your rights therein, if any.

(e) Support Services. Defacto Limited may provide you with support services related to the Software

Product ("Support Services"). The provision and use of Support Services is governed by the Defacto Limited policies and programs described in the Software Product user manual and/or in "online" documentation. Any supplemental software code provided to you as part of the Support Services shall be considered part of the Software Product and subject to the terms and conditions of this EULA. With respect to technical information you provide to Defacto Limited as part of the Support Services, Defacto Limited may use such information for its business purposes, including for product updates and development.

(f) Termination. Without prejudice to any of Defacto Limited other rights, Defacto Limited may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy any and all copies of the Software Product and all of its component parts.

3) UPGRADES and SUBSCRIPTION. If the Software Product is labelled or otherwise identified by Defacto Limited as an "upgrade" or "subscription," you must be properly licensed to use a product identified by Defacto Limited as being eligible for the upgrade in order to use the Software Product. A Software Product, labelled or otherwise identified by Defacto Limited as an upgrade, replaces and/or supplements the product that formed the basis for your eligibility for such upgrade. You may use the resulting upgraded product only in accordance with the terms of this EULA. If the Software Product is an upgrade of a component of a package of software programs that you licensed as a single product, the Software Product may be used and transferred only as part of that single product package and may not be separated for use on more than one computer.

4) COPYRIGHT AND TRADEMARKS.

(a) All title, trademarks and copyrights in and pertaining to the Software Product, the accompanying printed materials, and any copies of the Software Product, are owned or licensed by Defacto Limited or its affiliated companies. The Software Product is protected by copyright and trademark laws and international treaty provisions. You may make one copy of the Software Product for back-up and archival purposes. You may not copy the printed materials accompanying the Software Product

(b) You may not remove, modify or alter any Defacto Limited copyright or trademark notice from any part of the Software Product, including but not limited to any such notices contained in the physical and/or electronic media or documentation, in the Defacto Limited Setup Wizard dialogue or 'about' boxes, in any of the runtime resources and/or in any web-presence or web-enabled notices, code or other embodiments originally contained in or otherwise created by the Software Product

5) DUAL-MEDIA SOFTWARE. You may receive the Software Product in more than one medium. Regardless of the type or size of the medium you receive, you may use only that one medium that is appropriate for your single computer. You may not use or install the other medium on another computer, including but not limited to portable computers under the exclusive control of the registered developer. You may not loan, rent, lease, or otherwise transfer the other medium to another user, except as part of the permanent transfer (as provided above) of the Software Product.

6) LIMITED WARRANTY

(a) LIMITED WARRANTY. DEFACTO LIMITED warrants that (a) the Software Product will, for a period of ninety (90) days from the date of delivery, perform substantially in accordance with Defacto Limited written materials accompanying it, and (b) any Support Services provided by Defacto Limited shall be substantially as described in applicable written materials provided to you by Defacto Limited.

(b) CUSTOMER REMEDIES. In the event of any breach of warranty or other duty owed by Defacto Limited, and its suppliers' entire liability and your exclusive remedy shall be, at Defacto Limited option, either (a) return of the price paid by you for the Software Product (not to exceed the suggested UK. retail price) or repair or replacement of the defective Software Product or (c) re-performance of the Support Services. This Limited Warranty is void if failure of the Software Product has resulted from accident, abuse, or misapplication. Any replacement Software Product will be warranted for the remainder of the

original warranty period or thirty (30) days, whichever is longer.

(c) NO OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DEFACTO LIMITED AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SOFTWARE PRODUCT AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. IMPLIED WARRANTIES ON THE SOFTWARE PRODUCT, IF ANY, ARE LIMITED TO NINETY (90) DAYS.

7) LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DEFACTO LIMITED OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF DEFACTO LIMITED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, DEFACTO LIMITED ENTIRE LIABILITY UNDER ANY PROVISION OF THIS EULA SHALL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAID TO DEFACTO LIMITED FOR THE SOFTWARE PRODUCT OR SERVICE THAT DIRECTLY CAUSED THE DAMAGE. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

8) IF THE SOFTWARE IS PROVIDED TO THE UNITED STATES OF AMERICA, ITS AGENCIES AND/OR INSTRUMENTALITIES ("U.S. GOVERNMENT"), IT IS PROVIDED WITH RESTRICTED RIGHTS AS "COMMERCIAL ITEMS," CONSISTING OF "COMMERCIAL COMPUTER SOFTWARE " AND "COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION", AND THE U.S. GOVERNMENT WILL HAVE ONLY THE RIGHTS SPECIFIED IN THIS EULA. THIS EULA IS GOVERNED BY ENGLISH LAW AND THE ENGLISH COURTS WILL HAVE EXCLUSIVE JURISDICTION. YOU WAIVE ANY RIGHT TO OBJECT TO ANY LEGAL PROCEEDINGS IN SUCH COURTS ON THE GROUNDS OF VENUE OR ON THE GROUNDS THAT THEY HAVE BEEN BROUGHT IN AN INAPPROPRIATE FORUM. FOR THE AVOIDANCE OF DOUBT, THIS IS AN AGREEMENT FOR SERVICES AND THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS EULA.

9) Defacto Limited agrees not to use (a) Customer's name, (b) the name of any employee or agent of Customer, or (c) any trademarks, service marks or trade names owned or controlled by Customer, in any sales, promotional, advertising or other publication, without the express prior written permission of Customer. In no event shall Defacto Limited or its employees, agents or subcontractors represent themselves as employees or agents of Customer.

By clicking the I Accept box below or by installing or using the Software, You agree to be bound by the terms and conditions of this Agreement.