

THE PROGRAM ON THE ACCOMPANYING CD OR DOWNLOAD IS LICENSED TO THE USER

**BY ENTERING UNLOCK CODES, YOU INDICATE YOUR
ACCEPTANCE OF THIS LICENSE AGREEMENT.**

FORBES COMPUTER SYSTEMS LIMITED SOFTWARE LICENSE AGREEMENT WITH END USER

This legal document is an agreement between you, the end user, and Forbes Computer Systems Limited. BY ENTERING UNLOCK CODES YOU ARE AGREEING TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT, WHICH INCLUDES THE SOFTWARE LICENSE AND CERTAIN DISCLAIMERS OF WARRANTY (the "Agreement"). THIS AGREEMENT CONSTITUTES THE COMPLETE AGREEMENT BETWEEN YOU AND FORBES COMPUTER SYSTEMS LIMITED.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT ENTER UNLOCK CODES AND PROMPTLY RETURN THE UNOPENED PACKAGE AND THE OTHER ITEMS (INCLUDING ALL WRITTEN MATERIALS, BINDERS OR OTHER CONTAINER) THAT ARE PART OF THIS PRODUCT TO THE PLACE WHERE YOU OBTAINED THEM FOR A FULL REFUND.

LICENSE

Pursuant to this Agreement, you may; (a) install and use a single copy of the program on a single computer or single computer terminal at any one time;(b) copy the program into any computer-readable or printed from for back-up purposes in support of your use of the program on the single computer (certain programs, however, may include mechanisms to limit or inhibit copying; they are marked "copy protected"); UNLESS YOU HAVE MULTIPLE LICENCES YOU MAY NOT INSTALL THE SOFTWARE ON MORE THAN ONE COMPUTER. EACH LICENCE ONLY ALLOWS INSTALLATION ON A SINGLE COMPUTER.

YOU MAY NOT USE, COPY, MODIFY, OR TRANSFER THE PROGRAM, OR ANY COPY, MODIFICATION, OR MERGED PORTION IN WHOLE OR IN PART, EXCEPT AS EXPRESSLY PERMITTED BY THIS AGREEMENT. IF YOU TRANSFER POSSESSION OF ANY COPY, MODIFICATION, OR MERGED PORTION OF THE PROGRAM TO ANOTHER PARTY, YOUR LICENSE IS AUTOMATICALLY TERMINATED AND YOU MUST DESTROY ALL THE COPIES THAT REMAIN IN YOUR POSSESSION OR TRANSFER THEM TO THE PARTY WHO ACQUIRED THE OTHER COPY(IES).

TERM

The license is effective until terminated. You may terminate it at any other time by destroying the program together with all copies, modifications and merged portions in any form. It will also terminate upon conditions set forth elsewhere in this Agreement or if you fail to comply with any term or condition of the Agreement. You agree upon such termination to destroy the program together with all copies, modifications, and merged portions in any form. All returns of warranted disks must be delivered to Forbes Computer Systems Limited at 38 Station Rd, Woburn Sands, Milton Keynes, MK17 8RU together with a written explanation of the suspected defect. You are responsible for the cost of shipping and insuring the full value of any diskettes returned to Forbes Computer Systems Limited. You bear the risk of loss, damage and misplacement of diskettes you return to Forbes Computer Systems Limited.

LIMITED WARRANTY AND REMEDIES

Forbes Computer Systems Limited warrants the CD on which the program is furnished to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery to you as evidenced by a copy of your receipt. This warranty is limited to you and is not transferable with the program.

THE FOREGOING WARRANTY DOES NOT EXTEND TO ANY DISKETTE THAT HAS BEEN DAMAGED AS A RESULT OF ACCIDENT, MISUSE, ABUSE, OR AS A RESULT OF SERVICE OR MODIFICATION BY ANYONE OTHER THAN FORBES COMPUTER SYSTEMS LIMITED.

EXCEPT AS EXPRESSLY SET FORTH ABOVE, NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO THIS PROGRAM, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSES, AND FORBES COMPUTER SYSTEMS LIMITED EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN. YOU ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM.

Forbes Computer Systems Limited and its suppliers do not warrant that the functions contained in the program will meet your requirements or that the operation of the program will be uninterrupted or error-free. You also assume responsibility for the selection of the program to achieve your intended results, and for the installation, use, and results obtained from the program.

YOUR SOLE REMEDIES AND FORBES COMPUTER SYSTEMS LIMITED AND ITS SUPPLIER'S ENTIRE LIABILITY ARE SET FORTH ABOVE. IN NO EVENT WILL FORBES COMPUTER SYSTEMS LIMITED OR ITS SUPPLIER'S BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES, INCLUDING ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, EXPENSES, LOST PROFITS, LOST SAVINGS, OR OTHER DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE PROGRAM.

GENERAL

You may not sublicense, assign, or transfer the license of the program except as expressly provided in this agreement. Any attempt to otherwise sublicense, assign, or transfer any of the rights, duties, or obligations hereunder is null and void.

This agreement is governed by the laws of England and Wales. If you have any questions about this agreement, including warranty service, contact Forbes Computer Systems Limited at 38 Station Rd, Woburn Sands, Milton Keynes, MK17 8RU.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND FORBES COMPUTER SYSTEMS LIMITED SUPERSEDING ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.