

WestDev Ltd.

WARRANTY AND SOFTWARE LICENSE AGREEMENT

This document contains the WestDev Ltd. SOFTWARE LICENSE AGREEMENT which will govern the use of the WESTDEV products supplied with it.

You agree to the terms of this agreement by the act of opening the sealed package which contains the storage media on which the software is recorded. Do not open the sealed package without first reading, understanding and agreeing the terms and conditions of this agreement. If you do not agree to the license conditions you may return the SOFTWARE for a full refund before opening the sealed package.

1. LICENSE AGREEMENT

Ownership of the WESTDEV Software Package and all its constituent parts supplied by WestDev Ltd. ("LICENSED SOFTWARE") is not transferred to the Customer. WestDev Ltd. hereby grants the Customer a non-exclusive license to use the LICENSED SOFTWARE on a single computer workstation. Each computer workstation, even on a network, must have its own separately LICENSED SOFTWARE.

2. OWNERSHIP OF SOFTWARE

As the LICENSEE, you own the magnetic, optical or other physical media on which the LICENSED SOFTWARE is originally or subsequently recorded or fixed, but an express condition of this License is that WestDev Ltd. and/or the copyright owner retains title and ownership of the LICENSED SOFTWARE recorded on the original media and all subsequent copies of the SOFTWARE, regardless of the form or media in or on which the original and other copies may exist. This License is not a sale of the original SOFTWARE or any copy.

3. COPY RESTRICTIONS

This LICENSED SOFTWARE and all accompanying written materials and all other constituent parts are the subject of copyright. Unauthorised copying of the LICENSED SOFTWARE, including software which has been modified, merged, or included with other software, or of the written materials is expressly forbidden. You may be held legally responsible for any copyright infringement which is caused or encouraged by your failure to abide by the terms of the License.

4. TRANSFER OF LICENSED SOFTWARE

The Customer may transfer the LICENSED SOFTWARE provided that (i) this Software License terms and conditions of this Agreement, and (iii) all complete or partial copies of the LICENSED SOFTWARE, including copies on data storage devices are also transferred (or destroyed).

5. MODIFICATION

You may not otherwise modify, alter, adapt, merge, decompile or reverse-engineer the LICENSED SOFTWARE, and you may not remove or obscure any WestDev Ltd. Copyright or Trademark notices. You must use all reasonable efforts to protect the LICENSED SOFTWARE, diskettes, and documentation from unauthorised use, reproduction, distribution or publication, or otherwise in violation of applicable law. Please contact our Customer Service department if you become aware of violations of WestDev Ltd.'s Copyright.

6. TERMINATION

The License is effective until terminated. You may terminate it at any time by destroying the LICENSED SOFTWARE and all complete or partial copies thereof. It will also terminate if you fail to comply with any term or condition of this Agreement. You agree upon such termination to destroy the LICENSED SOFTWARE and all complete or partial copies thereof.

7. WARRANTIES

No warranties are expressed or implied with respect to the LICENSED SOFTWARE described, its quality, performance, accuracy or suitability for any purpose. In no circumstances will the copyright holder be liable for direct, indirect, incidental or consequential damages resulting from the use of this SOFTWARE.

8. OTHER SOFTWARE

The supplied disks may contain software whose copyright is owned by third parties. This license agreement shall apply equally to this software except where the terms of this agreement are specifically modified by the copyright holder(s). Such modification(s) will be included in a machine readable file on the supplied disks.

9. GOVERNING LAW

The Governing Law of this Agreement shall be that of England.
WestDev Ltd. will reward anyone giving information leading to successful prosecution regarding breach of copyright.