

## **ROUNDHOUSE SOFTWARE LIMITED LICENSE AND WARRANTY**

NOTICE: ROUNDHOUSE SOFTWARE LIMITED, (ROUNDHOUSE) LICENSES THIS SOFTWARE TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS LICENSE AGREEMENT. PLEASE READ THE TERMS CAREFULLY BEFORE CONTINUING, AS SWITCHING ON THE OPTION BELOW WILL INDICATE YOUR ASSENT TO THEM. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE CANCEL THE REGISTRATION, AS ROUNDHOUSE IS UNWILLING TO LICENSE THE SOFTWARE TO YOU. IF YOU ARE UNWILLING TO ACCEPT THE TERMS AND YOU PURCHASED THE SOFTWARE FROM A RESELLER, YOU SHOULD RETURN THE FULL PRODUCT TO THE RESELLER FROM WHOM IT WAS ACQUIRED WITHIN THIRTY (30) DAYS OF PURCHASE.

### **USE OF SOFTWARE:**

The software that accompanies this license (the Software) is the property of ROUNDHOUSE or its licensors and is protected by copyright law and international treaty. While ROUNDHOUSE or its licensors continues to own the Software, you will have certain rights to use the Software after your acceptance of this license. Except as may be modified by a written license addendum or amended licence Terms in subsequent releases of this Software, your rights and obligations with respect to the use of this Software are as follows:

You may:

- i. use only one licensed copy of the Software for access on a single computer;
- ii. make one copy of the Software for archival purposes, or copy the software onto the hard disk of your computer and retain the original for archival purposes;
- iii. 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;
- iv. after written notice to ROUNDHOUSE and upon written agreement from ROUNDHOUSE, which may require the action of certain events, transfer the Software on a permanent basis to another person or entity, provided that you retain no copies of the Software and the transferee agrees to the terms of this Agreement.

You may not:

- i. copy the documentation in whatsoever format that accompanies the Software;
- ii. make any copies of all or part of the Software other than as expressly permitted in this Agreement
- iii. sublicense, rent or lease any portion of the Software or host the Software on your computer for others to use;
- iv. reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Software or create derivative works from the Software; or
- v. use a previous version or copy of the Software after you have received a media replacement set or an upgraded version as a replacement of the prior version. Upon upgrading the Software, all copies of the prior version media must be removed from common use or destroyed.
- vi. use the ROUNDHOUSE or Software trademarks as part of a product name, trademark or business name without prior written approval from ROUNDHOUSE.
- vii. create, market or distribute add-ons or enhancements to the Software without the prior written consent of ROUNDHOUSE.
- viii. copy any portion of the Software product for incorporation into or use for any software or other product without the prior written consent of ROUNDHOUSE.

You acknowledge and agree that:

- i. ROUNDHOUSE 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,
- ii. You will comply with all of the terms and conditions of this Agreement.
- iii. Any violation by you of this Agreement will entitle ROUNDHOUSE or its Licensor to immediate and permanent injunctive relief in addition to all other available remedies.
- iv. Any claim or dispute relating to this Agreement must be brought in the appropriate English court. You agree to the assertion of personal jurisdiction over you by the English court, and you waive the right to challenge personal jurisdiction.
- v. You have had a complete opportunity to review and understand this Agreement before using the Software.

#### **LIMITED WARRANTY:**

ROUNDHOUSE warrants that the media on which the Software is distributed will be free from defects for a period of 30 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 ROUNDHOUSE will, at its option, replace any defective media returned to ROUNDHOUSE within the warranty period or refund the money you paid for the Software. ROUNDHOUSE 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.

The above warranty is exclusive and in lieu of all other warranties, whether express, implied or statutory, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement. This warranty gives you specific legal rights. You may have other rights, which vary from country to country.

#### **DISCLAIMER OF DAMAGES:**

Regardless of whether any remedy set forth herein fails of its essential purpose, in no event will roundhouse or its licensor be liable to you or any third party for any special, consequential, indirect or similar damages, including any lost profits or lost data arising out of the use or inability to use the software even if roundhouse or its licensor has been advised of the possibility of such damages. In no case shall roundhouse'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. All ROUNDHOUSE software and documentation are commercial in nature. ROUNDHOUSE's Software and Software documentation is licensed to United Kingdom end users with only those rights as granted to all other end users, according to the terms and conditions contained in this license agreement. The manufacturer is Roundhouse Software Limited, The Cavendish Centre, Winnall Close, Winchester, SO23 OLB, United Kingdom.  
**GENERAL:**

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 ROUNDHOUSE. Should you have any questions concerning this Agreement, or if you desire to contact ROUNDHOUSE for any reason, please write to: Roundhouse Software Limited, The Cavendish Centre, Winnall Close, Winchester, SO23 OLB, United Kingdom.