



SOFTWARE LICENCE AGREEMENT

This is a legal agreement between you, the end user, and Easylog Ltd (Easylog), YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT UNLESS YOU NOTIFY EASYLOG IN WRITING WITHIN TEN DAYS OF INSTALLATION THAT YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT. YOU WILL THEN NEED TO ALLOW EASYLOG TO REMOVE THE SUPPLIED SOFTWARE FROM YOUR COMPUTER SYSTEM AND RETURN ANY ACCOMPANYING ITEMS (including written materials and binders or other containers) FOR A FULL REFUND.

1 GRANT OF LICENCE - Easylog grants you the right to use one copy of the enclosed software program (the "SOFTWARE") on a single terminal connected to a single computer (i.e. with a single CPU), unless otherwise agreed with Easylog.

2 COPYRIGHT - The SOFTWARE is owned by Easylog and is protected by United Kingdom copyright laws, international treaty provisions, and all other applicable national laws. Therefore, you must treat the SOFTWARE like any other copyrighted material (e.g. a book) except that you may either (a) make one copy of the SOFTWARE solely for backup or archival purposes, or (b) transfer the SOFTWARE to a single hard disk provided you keep the original solely for backup or archival purposes. You may not copy the Product manual(s) or written materials accompanying the SOFTWARE.

3 OTHER RESTRICTIONS - You may not rent or lease the SOFTWARE. You may not transfer your rights under this Licence Agreement without the written permission of Easylog. You may not reverse engineer, decompile or disassemble the SOFTWARE.

LIMITED WARRANTY

LIMITED WARRANTY - Easylog warrants that (a) the SOFTWARE will perform substantially in accordance with the accompanying Product Manual(s) for a period of 90 days from the date of receipt, and (b) any Easylog supplied hardware accompanying the SOFTWARE will be free from defects in materials and workmanship under normal use and service for a period of one year from the date of receipt. Any implied warranties on the SOFTWARE and hardware are limited to 90 days and one (1) year respectively, or the shortest period permitted by applicable law, whichever is greater.

CUSTOMER REMEDIES - Easylog's entire liability and your exclusive remedy shall be, at Easylog's option, either (a) return of the price paid or (b) repair or replacement of the SOFTWARE or hardware that does not meet Easylog's Limited Warranty and which is returned to Easylog with a copy of your receipt. This Limited Warranty is void if failure of the SOFTWARE or hardware has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE will be warranted for the remainder of the original warranty period or 30 days, whichever is longer.

NO OTHER WARRANTIES - TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EASYLOG DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE, THE ACCOMPANYING PRODUCT MANUAL(S) AND WRITTEN MATERIALS, AND ANY ACCOMPANYING HARDWARE. THE LIMITED WARRANTY CONTAINED HEREIN GIVES YOU SPECIFIC LEGAL RIGHTS.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES - TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EASYLOG AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF ANY CASE, EASYLOG'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE. BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THIS EASYLOG PRODUCT. EVEN IF EASYLOG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, EASYLOG'S ENTIRE LIABILITY



UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE.

This agreement is governed by the laws of England.

Should you have any questions concerning this Agreement, or if you wish to contact Easylog for any reason, please call us on 01892 834406 or e-mail on info@easylog.co.uk