

ComponentSource

USER LICENCE AGREEMENT - CD-ROM SUPPLIED SOFTWARE PRODUCTS

FOR DEMONSTRATION, LICENCE PURCHASE, AND USE

***** PLEASE READ CAREFULLY *****

THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND COMPONENTWARE LIMITED, OF READA COURT, 27-37 VACHEL ROAD, READING, BERKSHIRE, RG1 1NY, UNITED KINGDOM, TRADING AS COMPONENTSOURCE ("ComponentSource"). BY DOWNLOADING COMPONENTSOURCE'S SOFTWARE PRODUCTS (the "SOFTWARE") FROM THIS CD-ROM (the "CD") FOR ANY PURPOSE, YOU ARE AGREEING TO BE BOUND BY THESE TERMS AND CONDITIONS, INCLUDING THE SOFTWARE LICENCE AND DISCLAIMER OF SOFTWARE WARRANTY BELOW. PLEASE READ THIS DOCUMENT CAREFULLY BEFORE DOWNLOADING AND TRYING OR USING THE SOFTWARE. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT DO NOT SELECT "I AGREE" BELOW, AND THE SOFTWARE WILL NOT BE DOWNLOADED.

1. Fees, Orders and Payment

(a) Licence Fees

Software licence fees quoted by ComponentSource do not include installation charges, or any value added or other taxes levied or based on licence fees or on the licensing or use of the Software, if applicable, excluding taxes based on ComponentSource's net income. ComponentSource will include any applicable taxes or other agreed charges in its invoice to you as a separate item, and you agree to pay them or, if applicable in the case of educational, charitable or other approved use classes, to supply appropriate tax exemption certificates in a form satisfactory to ComponentSource.

(b) Order Information: Terms of Payment

You agree that ComponentSource may require you to submit a written purchase order for each Software limited licence, by facsimile transmission or otherwise, including an invoice-to address. If ComponentSource has approved your use of an indirect payment method for your order, you agree that you will provide ComponentSource with all reasonably requested information including, as applicable, payment card, credit card, personal identification or other similar information. You certify that all information you provide will be accurate, complete and current, and that you will pay all charges incurred by ComponentSource in connection with ComponentSource's use of your account, credit card or other payment mechanism.

2. Grant of Licence and Software Use Restrictions; Evaluation Licences

(a) Restricted Licences

In consideration for your entering into this Agreement and for your payment of any applicable licence fee under Clause 1 above, ComponentSource will grant you a personal, non-transferable (except as expressly stated in Clause 4 below) and non-exclusive right to install, use and execute the Software on a single standalone multi-media personal computer system (a "System"), subject to the terms and conditions in this portion of the Software. Under no circumstances may you store, use or allow the use of the Software in any manner on more than one System at one time.

You agree that you will not reverse engineer, decompile or disassemble any portion of the Software. If you intend to do so in reliance on claimed statutory rights you agree that you will first give ComponentSource a minimum three calendar months' written notice of such intention. If you dispose of any media or apparatus containing Software, you will ensure that you have completely erased or otherwise destroyed any Software contained or stored on them. Except as expressly provided in Clause 4 below, you may not distribute, lease, transfer for profit, loan or otherwise convey the Software or any part of it to anyone.

(b) Evaluation Licences

ComponentSource provides the demonstration versions of the Software at no charge to you, other than any sum charged for the CD, for evaluation purposes only. This evaluation Software is licensed to you with all the rights set out in Clause 2(a) above, but with a limited licence term and/or functionality. You agree and acknowledge that ComponentSource provides evaluation Software solely for demonstration purposes and not for long term use. On your accepted order, and payment of the applicable fee, ComponentSource will provide a key or other mechanism to you for conversion of an evaluation limited licence to a non-evaluation, full restricted licence.

(c) CD-ROM Licence

The CD is supplied solely for the purpose of giving you access to the Software for evaluation or business use on the terms and conditions of this Licence Agreement. Amending, printing or other use of the artwork or images on the CD, and the rental, lending, networking, resale, remote access, transmission or inclusion on a bulletin board of the CD or any of its contents are strictly prohibited.

3. Copying Restrictions

In order to effect the licence rights granted to you, you may install the Software by copying it onto the hard disk or into the CPU memory of a System for use on that System, and you may make full or partial copies of the Software, but only as necessary for backup or archival purposes. You agree that (i) your use and possession of such copies will be solely under the terms and conditions of this Agreement, and (ii) you will place the same proprietary and copyright notices and legends on all copies as are included by ComponentSource or the Software proprietor, on the CD.

4. Ownership of Software and Media

You agree and acknowledge that ComponentSource, on behalf of itself or any Software proprietor, transfers no ownership interest in any of the Software, or in the intellectual property in any Software or in any Software copy, to you under this Agreement or otherwise, and that ComponentSource and its licensors reserve all rights not expressly granted to you in this Licence Agreement. After you pay any applicable initial licence fees, and after you have signified your agreement to these terms and conditions, title to the CD will pass to you, but ComponentSource and its licensors will retain ownership of all of the Software on the CD and of all copies you make of all or part of the Software, at all times and for all purposes.

5. Transfer Restrictions.

If you transfer ownership or otherwise dispose of any System containing Software, you may transfer the Software and all licences and rights in the Software granted to you under this Agreement to the transferee provided that: (i) the transferee agrees in writing to accept the terms and conditions of this Agreement, and (ii) you also transfer all Software, including all copies, to the transferee. Except as provided in this Clause, you may not sublicense, transfer or assign this Agreement or any of your rights or obligations under this Agreement, in whole or in part.

6. Export Restrictions

You may not export or re-export any Software or other technology received under this Licence Agreement except in full compliance with all United Kingdom and United States of America applicable laws and regulations. In particular, none of the Software or technology may be exported or re-exported into (or to a national or resident of) any country to which the UK or the US embargoes goods, or to anyone on the US Treasury Department's list of Specially Designated Nationals or the US Commerce Department's Table of Denial Orders.

7. Term; Termination

The term of this Agreement will commence when you electronically download or receive the Software (if ComponentSource delivers the Software to you by email or alternative means) and, unless terminated earlier as provided in this Clause, will continue perpetually EXCEPT THAT that the term of your licence to use evaluation Software will be thirty (30) days or such other period as ComponentSource designates at the time you download or ComponentSource delivers the evaluation Software to you. If you fail to fulfil any of your material obligations under this Agreement, ComponentSource and/or its licensors may pursue all available legal remedies to enforce this Agreement, and ComponentSource may, at any time after your default of this Agreement, terminate this Agreement and all licences and rights granted to you under it. You agree that ComponentSource's licensors referenced in the Software are third-party beneficiaries of this Agreement, and may enforce this Agreement as it relates to their intellectual property. You further agree that, if ComponentSource terminates this Agreement for your default, you will, within thirty (30) days after termination, deliver to ComponentSource or render unusable all Software originally provided to you under this Agreement including any copies you have made.

8. Governing Law

This agreement will be governed by and interpreted in accordance with the laws of England, and you agree that any dispute will be subject to the non-exclusive jurisdiction of the English Courts.

9. Limited Software Warranty and Disclaimers

ComponentSource supplies the Software either on its own behalf or as a licensed distributor of third party proprietary owners.

(a) ComponentSource owned Software

ComponentSource warrants to you that, in the case of any Software it has identified as its own property, that Software will substantially conform to the applicable ComponentSource specification in effect at the date of delivery for a period of three calendar months. ComponentSource's sole obligation under this warranty is limited to responding to your calls and to using all reasonable endeavours to correct reported problems by supplying you with a corrected version of the Software. ComponentSource DOES NOT WARRANT THAT:

- (i) operation of its Software will be uninterrupted or error free, or that any defects in the Software are correctable or will be corrected; or
- (ii) that functions contained in its Software will operate in the combinations which may be selected for use by you to meet your requirements. COMPONENTSOURCE'S WARRANTY OBLIGATIONS WILL BE VOID IF ITS SOFTWARE IS MODIFIED WITHOUT THE PRIOR WRITTEN CONSENT OF COMPONENTSOURCE.

(b) Third Party Proprietary Software

All third party proprietary Software is supplied with the benefit of warranties, if any, offered by the third party owners and detailed on the CD. COMPONENTSOURCE DOES NOT ITSELF WARRANT THIRD PARTY PROPRIETARY SOFTWARE IN ANY WAY, INCLUDING BUT NOT LIMITED TO ITS PERFORMANCE, RELIABILITY OR FUNCTIONALITY, AND DOES NOT ACCEPT ANY RESPONSIBILITY FOR PERFORMANCE OF WARRANTY TERMS BY THIRD PARTY SOFTWARE OWNERS

(c) Media

ComponentSource warrants that the CD media provided to you under this Agreement is free from defects in materials and workmanship under normal use for a period of three calendar months from date of supply. If you return a defective CD to ComponentSource or an authorised ComponentSource representative during the warranty period with proof of purchase ComponentSource will, at its sole option, either replace the defective CD or refund the purchase price for it. This warranty will not apply to any media that has been damaged by abuse, act of God, accident or misuse.

(d) Viruses

ComponentSource warrants that it has used all reasonable efforts to ensure that the CD and the Software is free from all publicised viruses known to exist on the date of supply. In the event that such a known and publicised virus is discovered and reported to ComponentSource by you within one calendar months of the date of supply ComponentSource will at your option replace the affected CD or refund the purchase price for it. IT IS YOUR RESPONSIBILITY TO CHECK FOR VIRUSES BEFORE USING ANY SOFTWARE AND COMPONENTSOURCE DISCLAIMS ANY OTHER OR FURTHER LIABILITIES TO YOU FOR ANY VIRUS-CAUSED DAMAGE.

EXCEPT FOR THE EXPRESS WARRANTIES STATED ABOVE, COMPONENTSOURCE DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED IN LAW OR OTHERWISE TO THE FULLEST EXTENT PERMITTED BY LAW, AND THE ABOVE WARRANTIES ARE IN LIEU OF ALL OBLIGATIONS AND LIABILITIES ON THE PART OF COMPONENTSOURCE FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE CD, SOFTWARE, OR YOUR USE OF THE SOFTWARE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. Intellectual Property Rights Protection

If any third party brings a suit against you, based on a claim that any Software supplied to you under this Agreement constitutes direct infringement of any patent issued or design registered in the United Kingdom or of any United Kingdom design right or copyright, ComponentSource will defend such suit or proceeding and will pay any damages and costs finally awarded against you with respect to such matter, provided that you promptly inform ComponentSource of any claim, with a copy of each communication, notice or other action relating to the alleged infringement and give ComponentSource the authority, information and assistance necessary to settle, compromise, or litigate such suit or proceeding, directly or by the applicable third party proprietary owner of the affected Software.

Following notice of a claim or a threatened or actual suit, ComponentSource may, without obligation to do so, at its sole option: (a) procure for you the right to continue to use the Software as supplied, (b) replace or modify the Software to make it non-infringing, or (c) discontinue your licence for the Software and refund to you any licence fee that you paid for it, less a reasonable value for use, determined by prorating the licence fee on the basis of a thirty-six calendar month straight line depreciation method, applied to the period of actual use. ComponentSource will not be obliged to defend or be liable for costs and damages if the infringement claim arises out of: (i) use or combination of Software with software not supplied by ComponentSource, (ii) use of other than the

latest unmodified release of Software made available to you by ComponentSource if such infringement would have been avoided by the use of such release of Software, (iii) modification of the Software by anyone but ComponentSource, or (iv) use of Software after receiving notice, or having reason to believe, that Software infringes an intellectual property right of a third party.

THE ABOVE STATES YOUR EXCLUSIVE REMEDY AND COMPONENTSOURCE'S ENTIRE LIABILITY WITH RESPECT TO INFRINGEMENT OF ANY PATENT, DESIGN RIGHT OR COPYRIGHT BY THE SOFTWARE, AND COMPONENTSOURCE WILL HAVE NO LIABILITY WITH RESPECT TO ANY OTHER INTELLECTUAL PROPERTY RIGHT.

11. Limitation of Liability

IN NO EVENT WILL COMPONENTSOURCE OR ITS LICENSORS BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION THE COST OF INSURANCE COVER, DAMAGES ARISING FROM LOSS OF DATA, USE, PROFITS, OPPORTUNITY OR GOODWILL, OR PROPERTY DAMAGE), WHETHER OR NOT COMPONENTSOURCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, HOWEVER CAUSED AND ON ANY THEORY OR LIABILITY ARISING OUT OF THIS LICENCE AGREEMENT. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. COMPONENTSOURCE'S DIRECT LIABILITY FOR BREACH OF CONTRACT ARISING OUT OF THIS SOFTWARE LICENCE AGREEMENT AND/OR YOUR USE OR POSSESSION OF THE SOFTWARE, INCLUDING WITHOUT LIMITATION ANY AND ALL CLAIMS COMBINED, WILL NOT EXCEED THE AMOUNT OF THE LICENCE FEE FOR THE SOFTWARE PROVIDED UNDER THIS AGREEMENT. COMPONENTSOURCE'S LIABILITY IN TORT FOR DEATH OR PERSONAL INJURY CAUSED BY USE OF THE SOFTWARE OR BY THE NEGLIGENCE OF COMPONENTSOURCE OR ITS EMPLOYEES IS UNLIMITED BUT COMPONENTSOURCE'S LIABILITY IN NEGLIGENCE OR OTHER TORT FOR DAMAGE OR LOSS TO PROPERTY WILL NOT EXCEED TWO HUNDRED AND FIFTY THOUSAND POUNDS (£250,000) PER EVENT OR SERIES OF CONNECTED EVENTS.

CS/1/96

DO YOU AGREE TO ALL OF THE ABOVE TERMS AND CONDITIONS?

(Please select "I AGREE" to signify that you have read, understood and agree to them)

If you do indicate your agreement, this CD remains the property of ComponentSource and is returnable immediately. Upon receipt ComponentSource will promptly refund any sum paid by you for the CD. In these circumstances you will not be able to order full licences of any Software included on this CD and you are advised to contact ComponentSource urgently.