

Software Evaluation Licence Agreement

All intellectual property rights in this software (the "Software") and its associated documentation are owned by Lifestyle Software Ltd (the "Owner") and are reserved to the Owner.

1. Licence

1.1 You are permitted to:

- (a) load the Software and use it for a thirty day evaluation period on a single computer which is under your control;
- (b) pass the installation media on to any other user who may also wish to evaluate the Software
- (c) make copies of the Software for back-up purposes only as permitted by local law. The copies must reproduce and include the Owner's copyright notice.

1.2 You are not permitted:

- (a) to use the Software beyond the thirty day evaluation period;
- (b) except as expressly permitted by this Agreement and save to the extent and in the circumstances expressly required to be permitted by law, to rent, lease, sub-license, provide commercial hosting, loan, copy, modify, adapt, merge, translate, reverse engineer, decompile, disassemble or create derivative works based on the whole or any part of the Software or its associated documentation or use, reproduce or deal in the Software or any part of it in any way.

2. Continued Use of the Software

At any point during or after the end of the evaluation period you may purchase a full retail copy of the Software which, when installed, will enable you to use the Software according to our standard licence terms. In most cases, any data you input into the Software's database using the evaluation version will be automatically retained and updated by the full retail version but we cannot guarantee this will be successful in all cases.

3. Technological Copyright Protection Measures

The Software may contain technological copyright protection measures designed to prevent illegal copies of the Software being made. By law you are prevented from making unauthorised copies of the Software or circumventing any technological copyright protection measure or making any attempt to extend the evaluation period.

4. Term

This Agreement is effective from registration of the Software until you terminate it by destroying the Software and its documentation together with all copies. It will also terminate if you fail to abide by its terms. Upon termination you agree to destroy all copies of the Software and its documentation including any Software stored on the hard disk of any computer under your control.

5. Ownership

The Owner shall at all times retain ownership of the Software and all intellectual property rights in and relating to the Software (and associated

documentation) as recorded on the original installation media and all subsequent copies of it regardless of form.

6. Warranties

6.1 The express terms of this Agreement are in lieu of all warranties, conditions, undertakings, terms and obligations implied by statute, common law, trade usage, course of dealing or otherwise all of which are hereby excluded to the fullest extent permitted by law, subject to clauses 6.2 and 6.3.

6.2 The software is provided only for evaluation purposes on an "as is" basis. The Owner does not warrant that the Software will meet your requirements or that the operation of the Software will be uninterrupted or errorfree or that defects in the Software will be corrected. You shall load and use the Software at your own risk and in no event will the Owner be liable to you for any loss or damage of any kind (except personal injury or death resulting from the Owner's negligence or fraudulent misrepresentation) including lost profits or other consequential loss arising from your use of or inability to use the Software or from errors or deficiencies in it whether caused by negligence or otherwise except as expressly provided herein. In no event shall the Owner's liability exceed the amount paid by you for the Software.

6.3 Nothing in this Agreement shall affect your statutory rights or shall limit (or purport to limit) the Owner's liability for death or personal injury or in respect of misrepresentations made fraudulently.

7. Support

The Owner provides technical support for the Software on-line at <http://www.lifethemes.com>. The on-line support service includes "Frequently Asked Questions" ("FAQs") and an email address to which you can send support requests (info@lifestyle-software.com).

8. Law

8.1 This Agreement shall be governed by and construed in accordance with English law.

8.2 Each of the parties irrevocably submits for all purposes in connection with this Agreement to the exclusive jurisdiction of the courts of England.

9. Exclusion of third party rights

No term of this Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

10. Entire agreement

This Agreement sets out the entire agreement and understanding between you and the Owner in respect of the subject matter of this Agreement. You acknowledge that you have entered into this Agreement in reliance only upon the representations and warranties contained in this Agreement and, save as expressly set out in this Agreement, the Owner shall have no liability in respect of any other representation or warranty unless it was

made fraudulently.