

Windowmaker End User Licence Agreement



This is a legal agreement between you, the end-user, and WINDOWMAKER SOFTWARE LIMITED ("WSL"). By installing or permitting the installation of the Windowmaker Software product ("Program") you are agreeing to be bound by the terms of this agreement. This agreement is governed exclusively by the laws of England.

1. Grant of Licence to Use

In consideration of the licence fee(s), you are hereby granted a non-exclusive, non-transferrable personal licence to load into and to use the Program on a single stand-alone computer or on one workstation of a network owned or under your control at a time. You may not modify or translate the Program nor its user manuals and other documentation (together the "Program Materials") without the prior written consent of WSL. To prevent unlicensed use, access to some WSL programs is enabled by an unlock code ("code"), while others require a security device ("dongle"). Where supplied, dongles remain at all times the property of WSL.

2. Copies and Transfer

You may copy the Program for back-up purposes only. You may not copy the Program Materials. You may not disclose, lease, transfer, sub-license or assign the Program or Program Materials or this licence to a third party or permit remote access to the Program without WSL's prior written approval.

3. Intellectual Property Rights

The Program and Program Materials and all parts thereof and all copyright, patent and other intellectual property rights therein remain the property of WSL or its Licensor, notwithstanding any modifications made by or for you. You acknowledge that you have no rights to the Program or Program Materials other than those expressly granted in this Agreement. WSL hereby warrants that it has the right to license to you any part of the Program of which it is not the owner.

4. Term

This Agreement shall come into force and the Licence shall commence on the date of the installation of the Program. The licence will terminate when:

- a. you destroy the Program, its user manuals and all copies in your possession, or
- b. you violate any of the provisions of this Agreement, or
- c. any action or proceedings are started or other steps taken for you to be adjudicated or found bankrupt or insolvent, or for your winding-up or dissolution or for the appointment of a liquidator, administrator, trustee in bankruptcy, receiver, administrative receiver or similar officer over the whole or part of your undertakings, assets, rights or revenues, or
- d. you lose, damage or destroy the dongle (where fitted) or the computer on which the program is installed (where a code has been supplied by WSL), or
- e. you challenge the validity in whole or in part of WSL's intellectual property rights in the Program or Program Materials.

Immediately upon such termination, you shall destroy all copies of the Program and user manuals and shall return the dongle (where applicable and not lost) to WSL.

5. Limited Warranty and Limitation of Liability

WSL warrants to the original end-user only that the media (if any) upon which the Program is furnished and the dongle supplied with it (where relevant) are free from defects in material and workmanship when subjected to normal use.

WSL's entire liability and your sole exclusive remedy for any breach of this warranty shall be the replacement of any defective media not meeting this limited warranty which is returned within ninety (90) days from the date of supply or any defective dongle which is returned within twelve (12) months from the date of supply. Failure of the media or dongle due to accident, abuse or misapplication of the Program absolves WSL from any obligation.

To the maximum extent permitted by applicable law, WSL 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 Program, Program Materials or any accompanying hardware. For the avoidance of doubt, no warranty of any kind is given by WSL under this licence in respect of any data incorporated into the Program, and no liability will be accepted arising out of any errors in the data when combined with any upgrade or addition to the Program.

The limited warranty contained herein gives you specific legal rights. To the maximum extent permitted by applicable law, WSL 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 business information or other pecuniary loss) arising out of the use of or inability to use the Program, even if WSL has been advised of the possibility of such damages. In any event WSL's entire liability under any provision of this agreement shall be limited to the amount actually paid by you for the licence to use the Program.

6. Updates

Any licence to use any future update of the Program acquired under a valid Windowmaker Upgrade Plan or otherwise shall be subject to the licence terms and licence fees then prevailing, which terms shall then also apply to any part of the Program and Program Materials still in use by you.

Agreement copyright 2000 WINDOWMAKER SOFTWARE LTD - Issue 3.0 effective from 20/09/00

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