



License Agreement

Overview

Our products are usually licensed on a per-installation basis. It doesn't make any difference how many visitors or how many users or how web sites you're dealing with - what's important is how many copies of the software you've installed.

Typically our products have a single license price, a five license price and an Enterprise or Redistribution license. The terms Enterprise and Redistribution are often used interchangeably. Essentially an Enterprise license covers you for - either - unlimited use within your company - or - redistribution as part of one application.

We frequently get asked if you need a license for your development machines and staging servers. In theory you need multiple licenses. However you can move a license between machines. So if you're only effectively using the product on one of these machines at any one time you will only need one license.

License agreements are specific to the software you install. However the license agreement below is fairly typical.

General

The copyright in this software ("the Software") is owned by WebSupergoo ("the Owner"). You may not load the Software into any computer or copy it without the licence of the Owner. The Owner offers you a non-exclusive licence on the terms of this Agreement. If you do not accept these terms you may within 30 days of purchase return the Software, its packaging and documentation unused and intact to your supplier together with proof of purchase for a full refund.

You are permitted to:

- 1) load the Software and use it only on a single computer (with a single input terminal) which is under your control, unless a multiple user licence has been purchased in which case the software may be used on any number of computers, up to a maximum total equal to the number of purchased licences;
- 2) transfer the Software from one computer to another provided it is used on only one computer at any one time, unless a multiple user licence has been purchased in which case the software may be used on any number of computers, up to a maximum total equal to the number of purchased licences;
- 3) provided that you have purchased an Enterprise License you may load the Software and use it on any computer which is owned by you;
- 4) provided that you have purchased a Redistribution License and provided that your application is not a software development system as detailed in clause (b) below, you may distribute the Software (without royalty) as part of a single distinct application, unless multiple Redistribution Licenses have been purchased in which case the software may be distributed as part of a number of distinct applications, up to a maximum total equal to the number of purchased licenses;

You are not permitted:

- a) to rent, lease, sub-licence, loan, copy (except as expressly provided in this Agreement), modify, adapt, merge, translate, reverse engineer, decompile, disassemble, create derivative works based on the whole or any part of the Software or its associated documentation or otherwise attempt to discover the source code of the Software.
- b) to distribute any part of the Software as part of any software development system (compiler or interpreter) without the Owners express written permission.
- c) except as expressly provided in this Agreement, to use, reproduce or deal in the Software in any way.

Acceptance

You shall be deemed to have accepted the terms of this Agreement by loading the Software into any computer.

Term

This licence is effective 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 this Agreement. 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.

Ownership

The Owner shall at all times retain ownership of the Software and all subsequent copies thereof regardless of form. This Agreement applies to the grant of the licence only and not to the contract of sale of the Software. The Owner's warranties under this Agreement are available only to the original licenced user.

Warranties

1) The Owner warrants that the Software will perform substantially in accordance with its accompanying documentation (provided that the Software is properly used on the computer and with the operating system for which it was designed) and that the documentation correctly describes the operation of the Software in all material respects. If the Owner is notified of significant errors during the Warranty Period it will correct any such demonstrable errors in the Software or its documentation within a reasonable time or (at its option) provide or authorise a refund of the price of the Software (against return of the Software and its documentation).

3) The above represent your sole remedies for any breach of the Owner's warranties, which are given only to the original registered user.

4) 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.

5) The Owner does not warrant that the Software will meet your requirements or that the operation of the Software will be uninterrupted or error-free 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) 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.

6) All other warranties are disclaimed, to the extent permitted by applicable law, by the Owner and all other parties.

Some states or jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, so the above limitation or exclusion may not apply to you. Also some states or jurisdictions do not allow the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to you. To the extent permissible, any implied warranties are limited to ninety (90) days. This warranty gives you specific legal rights. You may have other rights which vary from state to state or jurisdiction to jurisdiction. For further warranty information, please contact the Owner.

Law

This Agreement shall be governed by English law.

This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the Uniform Law on the Formation of Agreements for the International Sale of Goods, or the Uniform Law on the International Sale of Goods, or any law, rule or regulation or any jurisdiction based on any of the foregoing, and the application of all the foregoing is expressly excluded.

If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.

You agree that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations. This Agreement may only be modified in writing signed by authorised officers of the Owner.