Before you download AgileJ StructureViews (the "Software") you must accept the terms of this Licence between AgileJ Limited ("AgileJ") and you. By clicking on the 'I accept the terms in the license agreement' button you will be deemed to have agreed to the terms set out in this Licence and be bound by those terms upon your commencing use of the Software. The copyright and any other relevant intellectual property rights in the Software together with its associated instruction documentation in any form (the "Documentation") are either owned by or licensed to AgileJ by third parties.

1 Licence Terms

- 1.1 AgileJ grants you a non-exclusive, non-transferable licence to use the Software to create programs ("Resulting Programs") provided you have paid the appropriate licence fee for such number of copies of the Software in use on any computer under your control at any one time for a period of 10 years from the date of purchase.
- 1.2 Use of the Software must be in accordance with the grade of licence key obtained and entered in order to activate the Software. This is detailed in the Window, Preferences, AgileJ StructureViews, License Key property page ("Information Box").
- 1.3 If the licence key is of grade "evaluation" you are entitled to a 30 day trial period at no cost. During the trial period and for the duration of the Licence, the evaluation user will be subject to the terms of this Licence.
- 1.4 If the licence key is of grade "single" or "multi" you are a commercial user and entitled to use the Software subject to paying the appropriate licence fee as referred to in Clause 1.1.
- 1.5 If the licence key is of grade "non-commercial" you must have provided a domain name of a non-commercial organisation, subject to approval of such domain name by AgileJ. This grade of licence will terminate automatically if you change your domain name to a URL that is commercial in AgileJ's opinion.
- 1.6 The number of seats purchased is shown in the Information Box. In the event that you use more seats than you purchased under the original licence, meaning that an extra user would like to have a seat and access to the Software, then you must purchase a new licence under the same terms as this Licence.
- 1.7 Save as permitted in this Licence or by English law, you are not permitted: (a) to sell, transfer, rent, lease, sub-licence or loan the Software to any third party or transfer or sub-licence your rights under this Licence to any third party; (b) to copy, modify, adapt, merge, translate or create derivative works based on the whole or any part of the Software or any part of the Documentation other than for those parts for which their source code has been published by AgileJ; (c) to reverse engineer, decompile or disassemble the Software; or (d) to load the Software onto the Internet or any network or system to which access is available to any third parties.
- 1.8 To the extent that English law gives you the right to decompile the Software in order to obtain information necessary to render the Software interoperable with other computer programs, AgileJ hereby undertakes to make that information readily available to you where it has the right to such information. AgileJ shall have the right to impose reasonable conditions such as a reasonable fee for doing so. In order to ensure that you receive the appropriate information, you must first give AgileJ

sufficient details of your objectives together with sufficient information on the other software concerned. Requests for the appropriate information should be made to AgileJ using the contact details shown at the bottom of this Licence.

2 Termination

- 2.1 This Licence will terminate automatically if you fail to abide by its terms. Upon termination you shall destroy all copies of the Software and the Documentation in your possession including any copies of the Software stored on the hard disk of any computer under your control.
- 2.2 This Licence will terminate automatically 10 years after the date of purchase.

3 Warranties and Liability

- 3.1 The Software is provided on an "as is" basis and AgileJ accept no responsibility for the selection of a program to achieve your aims and you are solely responsible for its use.
- 3.2 If AgileJ is notified during a 12 month period of any programming errors in the Software which significantly affect the functionality of the Software and which are demonstrable and provable by you, AgileJ shall endeavour to remedy any such errors within a reasonable time or (at its option) provide or authorise a refund (against destruction of the Software, and the Documentation) of the licence fee (the refund to be in respect of the balance of the licence fee for the period within 12 months from the date of purchase, calculated from the time you notify AgileJ of the error) and the Licence shall terminate.
- 3.3 While every care has been taken to protect the integrity of the Software, AgileJ does not warrant that the Software is free from viruses or encoded information that may affect your other software or hardware operated by you. You are responsible for running your own appropriate virus scans or checks on the Software.

4 Software

4.1 AgileJ does not warrant that the Software or Resulting Programs will meet your requirements or that the operation of the Software or Resulting Programs will be uninterrupted or error-free or that defects in the Software will be corrected. Defects in the Resulting Programs will not be corrected. You shall use the Software and Resulting Programs at your own risk and in no event will AgileJ be liable to you for any economic loss or loss of profit (direct or indirect) or any indirect, special or consequential loss or damage arising from your use of or inability to use the Software or Resulting Programs or from errors or deficiencies in them or however caused. Nothing in this licence shall exclude or limit AgileJ's liability for death or personal injury caused by AgileJ's negligence or for fraudulent misrepresentation. Save as set out above in no event shall AgileJ's liability exceed the amount paid by you for the Software.

- 4.2 Whilst AgileJ have made all reasonable efforts to ensure that the Software produces the functionality stated in the Documentation, AgileJ exclude any warranty, express or implied, as to the quality, accuracy, completeness or fitness for any particular purpose of the Software or Resulting Programs. You acknowledge and agree that: (a) use of the Software does not relieve you from applying the standard of care and skill relevant to the use of such Software; (b) you are solely responsible for verifying the correctness, accuracy and reliability of all results provided by the Software; and
- 4.3 any failure by you to exercise appropriate judgement in the use of the Software may result in poor or inappropriate Resulting Programs. AgileJ disclaims all other warranties, terms and conditions with regard to the Software including all warranties, terms and conditions implied by statute, common law or otherwise in so far as it is permitted to by law.
- 4.4 The Software is intended as a development tool in order to create the Resulting Programs. You therefore agree as follows: (a) You are wholly responsible for the functionality, performance and operability of any Resulting Program and its performance; (b) you are responsible for the coding of any Resulting Programs and the content of that coding;
- 4.5 AgileJ hereby exclude any and all liability for any Resulting Program and any costs, damages, losses or claims arising out of the use or exploitation by any party of any of the Resulting Programs except AgileJ's liability for death or personal injury caused by AgileJ's negligence;
- 4.6 You hereby agree to indemnify and hold AgileJ harmless from any losses, costs, claims, damages or other liabilities however arising (including without limitation professional advisers fees) relating to the use, exploitation or holding of the Resulting Programs and in any way incurred by or accrued to AgileJ.

5 Law

5.1 This Licence shall be governed by and construed in accordance with English Law and you irrevocably submit to the non-exclusive jurisdiction of the English Courts. If you have any questions concerning this Licence please contact AgileJ at AgileJ Limited, 2nd Floor, St James House, 9-15 St James Road, Surbiton, Surrey, KT6 4QH, United Kingdom.