

Cristie End User License Agreement

RECOVER	PROTECT	MOVE	HOT STANDBY
---------	---------	------	-------------

PLEASE READ THE FOLLOWING LICENSE AGREEMENT BEFORE INSTALLING THIS SOFTWARE. CONTINUING WITH THE SOFTWARE INSTALLATION PROCESS INDICATES THAT YOU HAVE READ AND ACCEPTED ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS YOU MAY RETURN THIS SOFTWARE TO YOUR SUPPLIER FOR A REFUND.

This software is a proprietary product of Cristie Software Limited and is protected by copyright law. The intellectual property and know how contained within the software belongs to Cristie Software Limited who retains title to and ownership of the program. The terms and conditions upon which you are licensed to use this software are set out in this agreement.

- i. This software may only be installed or used on the number of machines for which you have purchased licenses and you must not at any time allow the total number of installation instances to exceed the total number of licenses that you have purchased. An individual license for the software may be uninstalled from one machine and reinstalled onto another machine if the original machine becomes obsolete or the software is no longer required to be run on the original machine for genuine commercial reasons. In addition, an individual license may be used to create a copy of an original machine on a new machine provided that the license is then immediately uninstalled from the original machine or the original machine is destroyed. Each individual license only entitles you to create a copy of the machine on which it is installed and you may only create one copy of each machine. Cristie Software Limited has separate licensing arrangements if you wish to use the software for migration or cloning machines.
- ii. You may not decompile, disassemble, reverse engineer, or in any way modify the program code without the prior written consent of Cristie Software Limited.
- iii. You are only licensed to use the specific version of the software that you purchased. You may upgrade to a later version of the software only if a valid software maintenance agreement with Cristie Software Limited is in effect at the time that you upgrade the software.
- iv. This license is non-exclusive and Cristie Software Limited is free to license other parties on terms it deems fit.
- v. You may only install the software on machines that are owned, leased or under an outsourcing services contract to you.
- vi. You may not assign or transfer any licenses to use the software to any third party without the prior written consent of Cristie Software Limited.

Cristie Software Ltd

New Mill, Chestnut Lane, Stroud, Gloucestershire GL5 3EW, UK. +44 (0)1453 847000 | sales@cristie.com | <u>www.cristie.com</u> | issue: JAN-17



- vii. This Agreement shall take effect from the time you install the software and shall continue indefinitely until it is terminated. You may terminate this Agreement at any time by destroying the program, documentation and all copies and extracts or by returning the same to Cristie Software Limited. The Agreement will terminate automatically if its terms are breached. You agree that upon termination of the Agreement you will remove all installations of the software and destroy the documentation and any copies forthwith.
- viii. The software and any accompanying written material is provided on an "as is" basis without warranty of any kind whatsoever either expressed or implied. Cristie Software Limited does not warrant the software to be error free nor does it warrant that it will meet your specific requirements.

THE MAXIMUM LIABILITY OF CRISTIE SOFTWARE LIMITED SHALL BE LIMITED TO THE PRICE PAID TO CRISTIE SOFTWARE LIMITED FOR THE SOFTWARE. IN NO EVENT WILL CRISTIE SOFTWARE LIMITED ACCEPT ANY FURTHER LIABILITY TO YOU OR TO ANY THIRD PARTY WHETHER FOR DAMAGES, LOSS OF PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL LOSS ARISING OUT OF YOUR USE OR INABILITY TO USE THE SOFTWARE EVEN IF CRISTIE SOFTWARE LIMITED OR AN AUTHORISED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

CBMR, TBMR, NBMR, ABMR and SBMR are trademarks of Cristie Software Ltd.

