

Liberate Estimating * LICENSE AGREEMENT *****

By installing this software you are agreeing to the terms of the license, set out below.

IMPORTANT-READ CAREFULLY:

This LibeRATE Estimating License Agreement ("Licence agreement") is a legal agreement between you (either an individual or a single entity) and LibeRATE Estimating for the LibeRATE Estimating software product identified above, which includes computer software and may include associated media, printed materials, and "online" or electronic documentation ("SOFTWARE PRODUCT"). By installing, copying, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this LICENCE AGREEMENT. If you do not agree to the terms of this LICENCE AGREEMENT, do not install or use the SOFTWARE PRODUCT; you may, however, return it to your place of purchase for a full refund.

SOFTWARE PRODUCT LICENSE

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold.

The continuation of the licence is subject to the conditions in the 'Support and Maintenance' section below. Ongoing use of the system may be terminated on non-payment of the support and Maintenance fees which become due annually from the 3rd year of subscription to the licencing of the SOFTWARE PRODUCT.

1 GRANT OF LICENSE. This LICENCE AGREEMENT grants you the following rights:

Applications Software. You may install and use one copy of the SOFTWARE PRODUCT, or any prior version for the same operating system, on a single computer.

Storage/Network Use. You may also store or install a copy of the SOFTWARE PRODUCT on a storage device, such as a network server, used only to install or run the SOFTWARE PRODUCT on your other computers over an internal network; however, you must acquire and dedicate a license for each separate computer on which the SOFTWARE PRODUCT is installed or run from the storage device. A license for the SOFTWARE PRODUCT may not be shared or used concurrently on different computers.

1 DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

Limitations on Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

Separation of Components. The SOFTWARE PRODUCT is licensed as a single product. Its component parts may not be separated for use on more than one computer.

Rental. You may not rent, lease, or lend the SOFTWARE PRODUCT.

Support Services. LibeRATE Estimating may provide you with support services related to the SOFTWARE PRODUCT ("Support Services"). Use of Support Services is governed by the LibeRATE Estimating policies and programs described in the user manual, in "online" documentation, and/or in other LibeRATE Estimating-provided materials. Any supplemental software code provided to you as part of the Support Services shall be considered part of the SOFTWARE PRODUCT and subject to the terms and conditions of this LICENCE AGREEMENT. With respect to technical information you provide to LibeRATE Estimating as part of the Support Services, LibeRATE Estimating may use such information for its business purposes, including for product support and development. LibeRATE Estimating will not utilise such technical information in a form that personally identifies you.

Support and maintenance

As part of the support services that you receive, you are entitled to all upgrades of the software based on the maintenance fees which are charged annually from the 3rd year after initial sale of the software.

Prices for ongoing support and maintenance are listed on the website for the product and are subject to change from time to time.

Software Transfer. You may permanently transfer all of your rights under this LICENCE AGREEMENT, provided you retain no copies, you transfer all of the SOFTWARE PRODUCT (including all component parts, the media and printed materials, any upgrades, this LICENCE AGREEMENT, and, if applicable, the Certificate of

Authenticity), and the recipient agrees to the terms of this LICENCE AGREEMENT. If the SOFTWARE PRODUCT is an upgrade, any transfer must include all prior versions of the SOFTWARE PRODUCT.

Termination. Without prejudice to any other rights, LibeRATE Estimating may terminate this LICENCE AGREEMENT if you fail to comply with the terms and conditions of this LICENCE AGREEMENT. In such event, you must destroy all copies of the SOFTWARE PRODUCT and all of its component parts.

UPGRADES. If the SOFTWARE PRODUCT is labelled as an upgrade, you must be properly licensed to use a product identified by LibeRATE Estimating as being eligible for the upgrade in order to use the SOFTWARE PRODUCT. A SOFTWARE PRODUCT labelled as an upgrade replaces and/or supplements the product that formed the basis for your eligibility for the upgrade. You may use the resulting upgraded product only in accordance with the terms of this LICENCE AGREEMENT. If the SOFTWARE PRODUCT is an upgrade of a component of a package of software programs that you licensed as a single product, the SOFTWARE PRODUCT may be used and transferred only as part of that single product package and may not be separated for use on more than one computer.

2 COPYRIGHT. All title and copyrights in and to the SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT are owned by LibeRATE Estimating. The SOFTWARE PRODUCT is protected by copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE PRODUCT like any other copyrighted material except that you may install the SOFTWARE PRODUCT on a single computer provided you keep the original solely for backup or archival purposes. You may not copy the printed materials accompanying the SOFTWARE PRODUCT.

3 DUAL-MEDIA SOFTWARE. You may receive the SOFTWARE PRODUCT in more than one medium. Regardless of the type or size of medium you receive, you may use only one medium that is appropriate for your single computer. You may not use or install the other medium on another computer. You may not loan, rent, lease, or otherwise transfer the other medium to another user, except as part of the permanent transfer (as provided above) of the SOFTWARE PRODUCT.

MISCELLANEOUS

Should you have any questions concerning this LICENCE AGREEMENT, or if you desire to contact LibeRATE Estimating for any reason, please contact LibeRATE Estimating +44 +01252 795030 or email info@libr8.co.uk.

LIMITED WARRANTY

LibeRATE Estimating warrants that (a) the SOFTWARE PRODUCT will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt, and (b) any Support Services provided by LibeRATE Estimating shall be substantially as described in applicable written materials provided to you by LibeRATE Estimating and LibeRATE Estimating support engineers will make commercially reasonable efforts to solve any problem issues. To the extent allowed by applicable law, implied warranties on the SOFTWARE PRODUCT, if any, are limited to ninety (90) days.

CUSTOMER REMEDIES. LibeRATE Estimating's and its suppliers' entire liability and your exclusive remedy shall be, at LibeRATE Estimating's option, either (a) return of the price paid, if any, or (b) repair or replacement of the SOFTWARE PRODUCT that does not meet LibeRATE Estimating's Limited Warranty, and which is returned to LibeRATE Estimating with a copy of your receipt. This Limited Warranty is void if failure of the SOFTWARE PRODUCT has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE PRODUCT will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Neither these remedies nor any product support services offered by LibeRATE Estimating are available without proof of purchase from an authorised source.

No other warranties. To the maximum extent permitted by applicable law, LibeRATE estimating and its suppliers disclaim all other warranties and conditions, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, with regard to the software product, and the provision of or failure to provide support services. This limited warranty gives you specific legal rights. You may have others.