

“NUNO NAVIGATOR” LICENCE AGREEMENT

This is a legally binding Agreement between you and CherSoft Ltd. ("CherSoft"). By installing the Nuno Navigator Software Application ("Software") for any purpose, you are agreeing to be bound by these terms and conditions, including the Software license and disclaimer of Software warranty below. Please read this document carefully before downloading and trying or using the Software.

WARNING

We own the copyright, trade mark, trade names, patents and other intellectual property rights subsisting in or used in connection with the enclosed software including all documentation and manuals and all other copies which you are authorised to make by this agreement ('the software'). It is unlawful to load the software into a computer without our licence. We are willing to license the software to you only on the condition that you accept all the terms contained in this licence agreement. Please read this licence agreement carefully before installing the software. By installing the software you agree to be bound by the terms of this agreement. If you do not agree with these terms and conditions we are unwilling to license the software to you, and you should not installing the software.

[Note: Technical support as well as notification of upgrades is only provided to users who have a current support agreement.]

1. Licence

In consideration of your agreement to the terms of this Agreement, we grant you a perpetual, non-exclusive right to use the Software in accordance with clause 2 below. This licence is personal to you as the purchaser of the Software and is for your benefit only.

2. Permitted use

As purchaser of the authorised copy of the Software, you may, subject to the following conditions:

- 2.1 use the Software and Manuals in connection with a single computer - if you wish to use the Software on more than one computer, you must obtain a separate licence for another copy of this Software;
- 2.2 load the Software into and use it on a single computer which is under your control;
- 2.3 transfer the Software from one computer to another provided that the Software is installed and used on only one computer at a time;
- 2.4 copy the Software for back-up and archival purposes and make up to two copies of the documentation (if any) accompanying the Software, provided that the original and each copy is kept in your possession and labelled and that your installation and use of the software does not exceed that allowed by this Agreement;
- 2.5 transfer the Software, on a permanent basis only, to another person by transferring all copies of the Software to that person and/or destroying copies not transferred. The other person must agree to the terms of this Agreement and on

such a permanent transfer, the licence of the Software to you will automatically terminate.

3. **Restrictions on use**

You may not nor permit others to:

- 3.1 load the Software into two or more computers at the same time. If you wish to transfer the Software from one computer to another, you must erase the Software from the first hard drive before you install it onto a second hard drive;
- 3.2 sub-license, assign, rent, lease or transfer the licence or the Software or make or distribute copies of the Software except as permitted by this Agreement;
- 3.3 translate, reverse engineer, decompile, disassemble, modify or create derivative works based on the Software except as permitted by law;
- 3.4 make copies of the Software, in whole or part, except for back-up or archival purposes or incorporated into your application, as permitted in this licence;
- 3.5 use any back-up copy of the Software for any purpose other than to replace the original copy in the event that it is destroyed or becomes defective;
- 3.6 copy the written materials (except as provided by this Agreement) accompanying the Software;
- 3.7 adapt, modify, delete or translate the written material accompanying the Software in any way for any purpose whatsoever;
- 3.8 vary, delete or obscure any notices of proprietary rights or any product identification or restrictions on or in the Software.

4. **Undertakings**

You undertake to:

- 4.1 ensure that, prior to use of the Software by your employees or agents, all such parties are notified of this licence and the terms of this Agreement;
- 4.2 reproduce and include our copyright notice (or such other party's copyright notice as specified on the Software) on all and any copies of the Software, including any partial copies of the Software;
- 4.3 hold all drawings, specifications, data (including object and source codes), software listings and all other information relating to the Software, confidential and not at any time, during this licence or after its expiry, disclose the same, whether directly or indirectly, to any third party without our consent.

5. **Title**

As licensee you own only the diskette or medium on which the Software is recorded or fixed. You may retain the media on termination of this Agreement provided the Software is erased. We shall at all times retain ownership of the Software.

6. **Warranty**

Subject to clause 6.2, we warrant that for a period of 90 days from the date of your purchase of the Software ('the Warranty Period'):

- 6.1 The copy of the Software in this package will materially conform to the documentation that accompanies the Software. If the Software fails to operate in

accordance with this warranty, you may, as your sole and exclusive remedy, return all of the Software and the documentation to us or to your supplier during the warranty period, along with dated proof of purchase, specifying the problem, and we will provide you either with a new version of the Software or a full refund (at our option).

- 6.2 We shall not be liable under the warranties given in clause 6.1 above if the diskette or the Software fails to operate in accordance with the said warranty as a result of any modification, variation, or addition to the Software not performed by us or caused by any abuse, corruption or incorrect use of the Software, including use of the Software with equipment or other software which is incompatible.

7. **Disclaimer**

We do not warrant that this Software will meet your requirements or your client(s)' requirements or that its operation will be uninterrupted or error free. We exclude and expressly disclaim all express and implied warranties or conditions not stated in this Agreement (including without limitation, loss of profits, loss or corruption of data, business interruption or loss of contracts), so far as such exclusion or disclaimer is permitted under the applicable law. This Agreement does not affect your statutory rights.

8. **Support and Updates**

We will endeavour to provide support and updates to you in respect of the Software, subject to the following conditions:

- 8.1 We provide support and updates for one year from the invoice date of your original purchase of the software at no additional cost;
- 8.2 After the initial one year period, we will continue to provide support and updates on condition that you have made a support agreement with us and that all associated fees have been paid in full;
- 8.3 Unless agreed otherwise, support agreements run for one year, starting on the anniversary of your original purchase, or immediately following the expiry date of any previous agreement.

9. **Liability**

- 9.1 Our liability to you for any losses shall not exceed the amount you originally paid for the Software.
- 9.2 In no event will we be liable to you for any indirect or consequential damages, or loss of profit, even if we have been advised of the possibility of such damages. In particular, we accept no liability for any programs or data made or stored with the Software nor for the costs of recovering or replacing such programs or data.
- 9.3 Nothing in this Agreement limits liability for fraudulent misrepresentation or our liability to you in the event of death or personal injury resulting from our negligence.
- 9.4 You acknowledge and agree that the limitations contained in this clause are reasonable in the light of all the circumstances.

10. **Term**

The term of this Agreement will commence when you electronically download or receive the Software by any means and, unless terminated earlier as provided in this Article, will continue in perpetuity, subject to any limited subscription period stated in the individual

Software product license, and EXCEPT THAT the term of your license to use evaluation Software will be 30 days.

11. Termination

11.1 The Agreement and the licence granted to use the Software automatically terminates if you:

11.1.1 fail to comply with any provisions of this Agreement;

11.1.2 destroy the copies of the Software in your possession;

11.1.3 voluntarily return the Software to us.

11.2 In the event of termination in accordance with clause 9.1 you must destroy or delete all copies of the Software from all storage media in your control.

12. Severability

In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications of the same are received by either you or us from any relevant competent authority, we shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or, at our discretion, such provision may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

13. Entire agreement

You have read and understand this Agreement and agree that it constitutes the complete and exclusive statement of the Agreement between us with respect to the subject matter of this Agreement.

14. Assignment

This Agreement is personal to you and you may not assign, transfer, sub-contract or otherwise part with this Agreement or any right or obligation under it without our prior written consent.

15. Waiver

Failure or neglect by either party to exercise any of its rights or remedies under this Agreement will not be construed as a waiver of that party's rights nor in any way affect the validity of the whole or part of this licence nor prejudice that party's right to take subsequent action.

16. Law and disputes

This Agreement and all matters arising from it are governed by and construed in accordance with the laws of England and Wales whose courts shall have exclusive jurisdiction over all disputes arising in connection with this Agreement and the place of performance of this Agreement is agreed by you to be England.

If you have any questions about this Agreement, please contact Simon Salter at CherSoft Ltd.