STARTURN LICENCE



Main User



If this StarTurn product is being purchased in the United Kingdom or Eire then the following agreement applies. N.B. PLEASE READ CAREFULLY.

This is a legal agreement between the end-user and Mainline Computers. By using the software the end-user is agreeing to be bound by the terms of this agreement. If the end-user does not agree to the terms of this agreement, return the installation disks and accompanying items to the place where purchased for a full refund.

STARTURN SOFTWARE AGREEMENT

1. GRANT OF LICENCE 1(a) Mainline grants the end user a licence to use one copy of the enclosed software program ("the Software") on a single terminal connected to a single computer (i.e. with a single CPU). The end-user may copy the software from one single terminal to another single terminal or portable or home computer or terminal belonging to or used by the end-user provided that the Software is in use on only one computer at a time and is never installed on more than two computers at any one time and is used only by the end-user. (b) If the end-user has multiple licences for the Software, then at any time the end user may use as many copies of the Software as the enduser has licences. If the number of persons who can access and use the Software exceeds the number of licences that the end-user has, then the end-user must have a reasonable mechanism or process in place to assure that the number or persons using the software at the same time does not exceed the number of licences. (c) This licence is not a sale of any of the rights of ownership of the original Software or any copy. In particular Mainline retains title and full rights of ownership in the original or any copy of the Software installed or copied or in use on all such physical media or any other media such as, but not restricted to, floppy or hard disks, CD-ROM or similar storage devices or operating memory. (d) The software and all material are copyrighted and for the avoidance of doubt the following are absolutely prohibited without the express prior written consent of Mainline: 1) Unauthorised copying of the Software (or any written materials), including Software that has been modified, merged, or included with other Software; 2) Translating any of the Software; 3) Reverse engineering, disassembling, decompiling, or making any attempt to discover the source code of any of the Software; 4) Sub-licencing, renting, or leasing any portion of the software on or from a network or mainframe system; 5) Using a previous version of the Software for which you have aquired an upgrade or update for a period of ninety (90) days after you receive the upgrade or update you may use the previous solely to convert existing files to the upgraded or updated version. At the end of ninety (90) days, the previous version must be deleted from the computer and the original disks must be physically destroyed. Notwithstanding the foregoing the end-user may make one (1) back up copy on a floppy disk or similar media of each copy of the Software licenced under this Agreement solely for back up purposes. The end-user may also load the Software onto one (1) hard disk for use in accordance with subsection I(a) or (b) of this agreement. The end-user must reproduce and include any Mainline copywright notices on each back up copy. (e) At the end-user is simply acquiring a licence to use this product, it may therefore not be sold, leased or transferred to anyone without the prior consent of Mainline. After written notification to Mainline, the end-user may transfer all copies of the Software (including the original) and any documentation on a permanent basis to another person or entity, provided that the end-user retain no copies of the Software or documentation and that any authorised transferee of the Software shall be bound by the terms and conditions of this agreement. If the Software is an update, any transfer must include the update and all prior versions. (f) The initial support and update period is ninety (90) days. Prior to the expiry of the ninety (90) days Mainline computers will invoice the user as per the terms & conditions of Mainline Computers StarTurn Software Licence, Support and update contract for an amount to further support and update the user up to the 31st Day of December of that year. After that time the user will be invoiced every December as per the term & conditions of Mainline Computers Software Licence, Support and update contract giving the user a further 1 year support and update agreement.

2. LIMITED WARRANTY OR GUARANTEE. Mainline warrants that the Software will perform substantially in accordance with the original installation for a period of ninety (90) days of installation. Any implied warranties on this software are limited to ninety (90) days. 3. YOUR CONTRACTUAL REMEDIES. Mainline's entire liability and end-user exclusive remedy shall, at Mainline's option be either (a) return of the price paid for the software (less £400.00 per training session, expenses and cost of any other work undertaken to facilitate installation) (b) repair or replacement of the software that does not meet the above limited warranty and which is returned to Mainline with proof of purchase. The limited warranty is void if failure of the Software has resulted from accident, abuse, or misapplication. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. 4. NO OTHER WARRANTIES. To the extent permitted by applicable law, Mainline disclaim all other warranties, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, with respect to the software, the accompanying training, documentation, and any accompanying hardware. 5. LIMITATIONS ON LIABILITY. To the extent permitted by applicable law, in no event shall Mainline or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business or other pecuniary loss) arising out of the use or inability to use this Mainline product, even if Mainline has been advised of the possibility of such damages. In every case Mainline's entire liability under any provision of this agreement shall be limited to the amount actually paid by the end-user of the software.

This agreement is governed by the Law of Scotland and both the end-user and Mainline accept the exclusive jurisdiction of the Scottish Courts in the event of any dispute. Should the end-user have any questions concerning this agreement or if the end-user requires a multi-user licence agreement or if the end-user desires to contact Mainline for any reason, Please telephone **Mainline Technical support on +44(0)1132642694 or email support**@mainline.computers.co.uk.

STARTURN LICENCE





Workstation User

If this StarTurn product is being purchased in the United Kingdom or Eire then the following agreement applies. N.B. PLEASE READ CAREFULLY.

This is a legal agreement between the end-user and Mainline computers (UK) Ltd. By using the software the end-user is agreeing to be bound by the terms of this agreement. If the end-user does not agree to the terms of this agreement, return the installation disks and accompanying items to the place where purchased for a full refund.

STARTURN SOFTWARE AGREEMENT

1. GRANT OF LICENCE 1(a) Mainline grants the end user a licence to use one copy of the enclosed software program ("the Software") on a single workstation or terminal connected to a single server (i.e. with a single CPU). The end-user may copy the software from one single workstation or terminal to another single workstation or terminal belonging to or used by the end-user provided that the Software is in use on only one terminal or workstation at a time and is never installed on more than two workstations or terminals at any one time and is used only by the end-user. (b) This licence is not a sale of any of the rights of ownership of the original Software or any copy. In particular Mainline retains title and full rights of ownership in the original or any copy of the Software installed or copied or in use on all such physical media or any other media such as, but not restricted to, floppy or hard disks, CD-ROM or similar storage devices or operating memory. (c) The software and all material are copyrighted and for the avoidance of doubt the following are absolutely prohibited without the express prior written consent of Mainline: 1) Unauthorised copying of the Software (or any written materials), including Software that has been modified, merged, or included with other Software; 2) Translating any of the Software; 3) Reverse engineering, disassembling, decompiling, or making any attempt to discover the source code of any of the Software; 4) Sub-licencing, renting, or leasing any portion of the software on or from a network or mainframe system; 5) Using a previous version of the Software for which you have aquired an upgrade or update for a period of ninety (90) days after you receive the upgrade or update you may use the previous solely to convert existing files to the upgraded or updated version. At the end of ninety (90) days, the previous version must be deleted from the computer and the original disks must be physically destroyed. Notwithstanding the foregoing the end-user may make one (1) back up copy on a floppy disk or similar media of each copy of the Software licenced under this Agreement solely for back up purposes. The end-user may also load the Software onto one (1) hard disk for use in accordance with subsection I(a) or (b) of this agreement. The end-user must reproduce and include any Mainline copywright notices on each back up copy. (e) At the end-user is simply acquiring a licence to use this product, it may therefore not be sold, leased or transferred to anyone without the prior consent of Mainline. After written notification to Mainline, the end-user may transfer all copies of the Software (including the original) and any documentation on a permanent basis to another person or entity, provided that the end-user retain no copies of the Software or documentation and that any authorised transferee of the Software shall be bound by the terms and conditions of this agreement. If the Software is an update, any transfer must include the update and all prior versions. (f) The initial support and update period is ninety (90) days. Prior to the expiry of the ninety (90) days Mainline computers (UK) Ltd will invoice the user as per the terms & conditions of Mainline Computers (UK) Ltd StarTurn Software Licence, Support and update contract for an amount to further support and update the user up to the 31 st Day of December of that year. After that time the user will be invoiced every December as per the term & conditions and the user will be invoiced every December as per the term & conditions and the user will be invoiced every December as per the term & conditions and the user will be invoiced every December as per the term & conditions and the user will be invoiced every December as per the term & conditions and the user will be invoiced every December as per the term & conditions and the user will be invoiced every December as per the term & conditions and the user will be invoiced every December as per the term & conditions and the user will be invoiced every December as per the term & conditions and the user will be invoiced every December as per the term & conditions and the user will be invoiced every December as per the term & conditions and the user will be invoiced every December as per the term & conditions and the user will be invoiced every December as per the term & conditions and the user will be invoiced every December as per the term & conditions and the user will be invoiced every December as per the term & conditions and the user will be invoiced every December as per the term & conditions and the user will be invoiced every December as per the term & conditions and the user will be invoiced every December as per the term & conditions and the user will be invoiced every December as per the term & conditions and the user will be invoiced every December as per the term & conditions and the user will be invoiced every December as per the term & conditions and the user will be invoiced every December as per the term & conditions and the user will be invoiced every December as per term & conditions and term & conditins and term & conditins and term & conditions and term & conditof Mainline Computers (UK) Ltd Software Licence, Support and update contract giving the user a further 1 year support and update agreement.

2. LIMITED WARRANTY OR GUARANTEE. Mainline warrants that the Software will perform substantially in accordance with the original installation for a period of ninety (90) days of installation. Any implied warranties on this software are limited to ninety (90) days. 3. YOUR CONTRACTUAL REMEDIES. Mainline's entire liability and end-user exclusive remedy shall, at Mainline's option be either (a) return of the price paid for the software (less £400.00 per training session, expenses and cost of any other work undertaken to facilitate installation) (b) repair or replacement of the software that does not meet the above limited warranty and which is returned to Mainline with proof of purchase. The limited warranty is void if failure of the Software has resulted from accident, abuse, or misapplication. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. 4. NO OTHER WARRANTIES. To the extent permitted by applicable law, Mainline disclaim all other warranties, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, with respect to the software, the accompanying training, documentation, and any accompanying hardware. 5. LIMITATIONS ON LIABILITY. To the extent permitted by applicable law, in no event shall Mainline or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business or other pecuniary loss) arising out of the use or inability to use this Mainline product, even if Mainline has been advised of the possibility of such damages. In every case Mainline's entire liability under any provision of this agreement shall be limited to the amount actually paid by the end-user of the software.

This agreement is governed by the Law of Scotland and both the end-user and Mainline accept the exclusive jurisdiction of the Scottish Courts in the event of any dispute. Should the end-user have any questions concerning this agreement or if the end-user requires a multi-user licence agreement or if the end-user desires to contact Mainline for any reason, Please telephone Mainline Technical support on 0113 2642694 or email support@mainline.computers.co.uk.