

SOFTWARE LICENCE AGREEMENT

IMPORTANT NOTICE: PLEASE READ CAREFULLY BEFORE INSTALLING THE SOFTWARE. This licence agreement ('Licence') is a legal agreement between you (an individual or a single entity) and Workshare Technology Inc. (a corporation incorporated in California, with a place of business at 650 California Street, Floor 7, San Francisco CA94108) ('Workshare') of this software product, which includes computer software, the associated media (if any), printed materials (if any) and electronic documentation (together 'Software'). By opening the packaging for this Software (in the case of Software supplied on physical media) or by clicking on a button which says 'I agree' or 'I accept' (or any comparable action) during installation of the Software, you will be agreeing to contract with Workshare on the terms of this Licence. Written approval of the terms in this Licence is not a prerequisite to the validity and enforceability of this Licence and no solicitation of any such written approval by or on behalf of Workshare is to be construed as an inference to the contrary.

IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, WORKSHARE IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND YOU MUST DISCONTINUE INSTALLATION OF THE SOFTWARE NOW BY CLICKING ON THE "I DO NOT ACCEPT" BUTTON BELOW. IN THIS CASE, YOU MUST RETURN THE MEDIA ON WHICH THE SOFTWARE IS STORED AND ALL ACCOMPANYING DOCUMENTATION TO SUPPLIER, TOGETHER WITH PROOF OF PAYMENT WITHIN 14 DAYS OF PURCHASE FOR A REFUND.

This Licence, its subject matter and its formation (including non-contractual disputes or claims) is governed by and construed in accordance with the laws of the State of New York and any disputes are subject to the exclusive venue and jurisdiction of the Federal or State courts located in New York, New York. The United Nations Convention on the International Sale of Goods shall not apply to this agreement or to the services.

If you have:

1. a written agreement signed by Workshare which relates to the supply of the Software and which expressly states that its terms prevail over the terms of any 'click-wrap' or 'shrink-wrap' agreement packaged with the Software, or
2. agreed to 'Master Services Agreement for Workshare Solutions & Services' (agreed online or by signing an offline document),

that agreement will prevail over terms of this Licence. Otherwise, this Licence represents the entire agreement between us in relation to the licensing of the Software and supersedes any prior agreement, understanding or arrangement between us, whether oral or in writing.

1. References in this Licence to the 'Licence Period' mean:
 - 1.1. if you have been supplied with the Software for evaluation use or in any circumstances where you have been supplied with the Software free of charge: 90 days or such other period as may have been stated at the time of supply;
 - 1.2. if you have been supplied with the Software for a specific period or subject to fees stated by reference to a specific period (including any supply described as a subscription): the period stated at the time of supply (and such further period as may be applicable upon payment of fees for renewal of that period); or
 - 1.3. if you have been supplied with the Software and, at the time of supply, the Software was stated as being subject to a perpetual licence: an indefinite period but only if you have paid the licence fees and you do not breach the terms of this Licence.
2. In consideration of you agreeing to abide by the terms of this Licence and the payment of any applicable licence fee, Workshare hereby grants to you a non-exclusive, non-transferable licence to use the Software for the Licence Period on a single computer or workstation. The Software must not be shared or used concurrently on other computers. If any updates, maintenance releases or other modified versions of the Software are made available to you they will be deemed to be Software supplied under the terms of this Licence unless otherwise stated at the time of supply.
3. You may make one copy of the Software for back-up purposes only. You may not transfer your rights to the back-up copy unless you also transfer your rights to the Software.
4. Except as expressly set out in this Licence or as permitted by any local law, you must not (and must not allow a third party to):
 - 4.1. copy the Software except where such copying is incidental to normal use of the Software or where it is necessary for back-up or operational security;
 - 4.2. rent, lease, sub-licence, loan, translate, merge, adapt, vary or modify the Software;

- 4.3. make alterations to, or modifications of, the whole or any part of the Software;
- 4.4. disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software.
5. You acknowledge that all intellectual property rights in the Software throughout the world belong to Workshare, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software other than the right to use it in accordance with the terms of this Licence.
6. Workshare warrants that the media (if any) on which the Software is stored and distributed are (at the time of supply), and will be for the period of 90 days after that time (Warranty Period), free from defects in design, material and workmanship under normal use. If a defect in the media occurs during the Warranty Period, Workshare will replace it free of charge if you return it to Workshare with proof of purchase and (so far as you are able) a documented example of such defect or error.
7. The Software has not been developed to meet your individual requirements. It is your responsibility to ensure that the facilities and functions of the Software meet your requirements.
8. The Software might not be free of bugs or errors and you agree that the existence of any minor errors does not constitute a breach of this Licence.
9. If, within the Warranty Period, you notify Workshare in writing of any defect in the Software in consequence of which it fails to perform substantially in accordance with the electronic documentation, and such defect does not result from you having amended the Software or used it in contravention of the terms of this Licence, Workshare shall, at its sole option, (i) repair or replace the Software or (ii) accept a return of the Software (with proof of purchase) and provide a refund of the purchase price, provided that you make available all information that may be necessary to assist Workshare in resolving the defect, including sufficient information to enable Workshare to recreate the defect.
10. Nothing in this Licence limits or excludes the liability of either party for death or personal injury resulting from negligence, fraud, fraudulent misrepresentation, or for liability which cannot lawfully be excluded or limited.
11. Subject to clause 10:
 - 11.1. Workshare will not be liable for any loss of profit, loss of business, loss of goodwill, loss of savings, loss of data, claims by third parties, loss of anticipated savings, whether direct or indirect, or for any indirect loss or consequential loss whatsoever and howsoever caused (even if caused by that party's negligence and/or breach of contract and even if that party was advised that such loss would probably result);
 - 11.2. Workshare's maximum aggregate liability under or in connection with this Licence, whether in contract, tort (including negligence) or otherwise, is limited to a sum equal to the actual price you paid for the Software.
12. This Licence does not provide for maintenance or support for the Software, which must be purchased separately if required.
13. This Licence sets out the full extent of Workshare's obligations and liabilities in respect of the Software. There are no conditions, warranties, representations or other terms, express or implied, that are binding on Workshare except as specifically stated in this Licence. Any condition, warranty, representation or other term concerning the Software which might otherwise be implied into, or incorporated in, this Licence, or any collateral contract, whether by statute, common law or otherwise, is hereby excluded to the extent permitted by law.
14. You must not transfer, assign, charge or otherwise dispose of this Licence, or any of your rights or obligations arising under it, without our prior written consent.
15. Upon request from time to time, you agree to certify to Workshare the number of copies of the Software installed on your computers.