## **Software License Agreement**

Please read this document carefully before using the Software. By using the Software, you are agreeing to be bound by the terms of this License. If you do not agree to the terms of this License, return the unused Software within 14 days to the place where you obtained it and your money will be refunded.

- 1. License. The application, demonstration and system softwar e (the "Software") and related documentation are licensed to you by BookingCenter. com. You own the disk on which the Software is recorded but BookingCenter.com retains title to the Software. This License allows you to use the Software for up to the number of users specified in the Software and make one copy of the Software in machine readable form for back-up purposes only. You must reproduce on such copy the BookingCenter.com and/or any other copyright notice and any other proprietary legends that were on the original copy of the Software. You may also transfer the Software, the back-up copy of the Software, the related documentation and a copy of this License to another part ty provided the other party reads and agrees to accept the terms and conditions of this License.
- 2. Restrictions. The Software contains copyrighted material, trade secrets and other proprietary information and in order to protect them you may not decompile, reverse engineer, disassemble or otherwise reduce the Software to a human-perceivable form. You may not modify, network, rent, lease, loan, sell, distribute or create derivative works based upon the Software in whole or in part. You may not electronically transfer the Software from one computer to another over a network, unless such transfer is authorised by a multi-user configuration.
- 3. **Termination.** This license is effective until terminated. You may terminate this License at any time by destroying the Software and all copies thereof. This License will terminate immediately and without notice fr om BookingCenter.com if you fail to comply with any provision of this License. Upon termination you must destroy the Software and all copies thereof.
- 4. Limited Warranty on Media. BookingCenter.com warrants the disks on which the Software is recorded to be free from defects in materials and workmanship under normal use for a period of ninety (90) days fr om the date of purchase as evidenced by a copy of the receipt. BookingCenter.com's entire liability and your exclusive remedy will be replacement of the disk not meeting BookingCenter.com's limited warranty and which is returned to BookingCenter.com or a BookingCenter.com authorised representative with a copy of the receipt. BookingCenter.com will have no responsibility to replace a disk damaged by accident, abuse or misapplication. Any implied warranties on the disks, including the implied warranties of mer chantability and fitness for a particular purpose, are limited in duration to ninety (90) days from the date of delivery. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.
- 5. Disclaimer of Warranty on Software. You expressly acknowledge and agree that use of the Software is at your sole risk. The Software and related documentation are provided "As Is" and without warranty of any kind and BookingCenter.com expressly disclaims all warranties, express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. BookingCenter.com does not warrant that the functions contained in the S oftware will meet your requirements, or that the operation of the Software will be uninterrupted or error-free. Or that defects in the Software will be corrected. Furthermore, BookingCenter.com does not warrant or make any representations regarding the use or the results of the use of the Software or related documentation in terms of their correctness, accuracy, reliability, or otherwise. No oral or written information or advice given by BookingCenter.com or a BookingCenter.com authorised representative shall create a warranty or in any way increase the scope of this warranty. Should the Software prove defective, you (and not BookingCenter.com or a BookingCenter.com authorised representative) assume the entire cost of all necessary servicing, repair or correction. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.
- 6. Limitation of Liability. Under no circumstances including negligence, shall BookingCenter.com be liable for any incidental, special or consequential damages that result from the use or inability to use the Software or related documentation, even if BookingCenter.com or a BookingCenter.com authorised representative has been advised of the possibility of such damages. S ome states do not allow the limitation or exclusion of liability for incidental or consequential damages so the above limitation or exclusion may not apply to you. In no event shall BookingCenter.com's total liability to you for all damages, losses, and causes of action (whether in contract, tort (including negligence) or other wise) exceed the amount paid by you for the Software.
- 7. Controlling Law and Severability. This License shall be governed and construed in accordance with the laws of the state of California except that body of California laws concerning conflicts of law. If for any reason a court of competent jurisdiction finds any provision of this License, or portion thereof, to be unenforceable, that provision of the License shall be enforced to the maximum extent permissible so as to effect the intent of the par ties, and the remainder of this License shall continue in full force and effect.
- 8. **Complete agreement.** This License constitutes the entire agreement between the parties with respect to the use of the Software and related documentation, and supersedes all prior or contemporaneous understandings or agr eements, written or oral, regarding such subject matter.