Warranty and SoftwareLicense Agreement

Document STLD-0002

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1.0 STANDARD WARRANTY

1.1 The Company warrants, for 12 months, to the Customer only that in relation to Products which prove defective during normal use, that it will repair Products found by the Company to be defective due to faulty workmanship . This warranty is on a return to factory basis. The Company accepts no responsibility for and issues no warranty for Products which have not been used in accordance with the specifications for the particular Products.

1.2 Section 12 of the Sale of Goods Act 1979 and Section 29 of the Supply of Goods and Services Act 1982 are implied into the Contract. Save as set out in these terms and conditions, all express or implied conditions, representations and warranties, including without limitation, any implied warranties or conditions of merchantability, relating to fitness for a particular purpose, satisfactory quality, against infringement or arising from a course of dealing, usage or trade practice, are hereby expressly excluded to the extent allowed by applicable law.

1.3 The occurrence of any failures resulting from any hardware or software reconfiguration of the product undertaken in breach of the user instructions solely by the customer may invalidate the warranty and Squire Technologies Ltd reserve the rights to charge all time, materials and costs to rectify such errors.

1.4 Squire Technologies Ltd shall not be held responsible for errors which result as a result of equipment or software not supplied by Squire Technologies Ltd. Squire Technologies Ltd reserve the rights to charge all time, materials and costs to rectify such errors.

1.5 If the condition of the Products and/or the provision of the Services is such as might or would (subject to these terms and conditions) entitle the Customer to claim damages, to repudiate the Contract or to reject the Products, and/or Services (as appropriate) as defective, the Customer must notify the Company in writing of such defects within 5 working days of delivery of the Products and/or provision of the Services. The Company may at its option within a reasonable period:

1.5.1 supply satisfactory Products on a return to factory basis; or

1.5.2 credit the amount paid by the Customer for the particular Products and/or the Services; and/or

1.5.3 re-perform such defective Services free of charge. The warranty is conditional upon

1.6 The warranty is conditional upon the Customer giving written notice to the Company of

the alleged defect in the Products and/or performance of the Services and the Customer affording to the Company an opportunity to inspect the Products and/or investigate the provision of the Services.

2.0 EXTENDED WARRANTY

Any hardware purchased from Squire Technologies Ltd can have the standard warranty extended for a total concurrent warranty period of 2 years.

2.1 If the product/hardware supplied by Squire Technologies Ltd is under an extended Squire Technologies Ltd support package the warranty is automatically extended for the duration of the support package up to a maximum concurrent warranty period of 2 years.

2.2 If a warranty period expires and is not renewed within one calendar month, Squire Technologies Ltd reserves the right to charge an inspection fee of the product to ensure that the product is in good condition. This may require an onsite or return to base inspection with all costs covered by the customer.

2.3 If the product/hardware is not under an extended support contract an additional years warranty can be purchased from Squire Technologies Ltd.

2.4 The extended warranty only covers the items that are identified on the warranty certificate. Any additional hardware that has been applied to the product through an upgrade will not automatically be warranted unless specifically identified.

3.0 SOFTWARE LICENSE AGREEMENT

PLEASE READ CAREFULLY: THE USE OF THIS SOFTWARE IS SUBJECT TO THE SOFTWARE LICENSE TERMS OF SQUIRE TECHNOLOGIES LTD AND OTHER LICENSORS WHOSE SOFTWARE MAY BE BUNDLED WITH THIS PRODUCT.

BY YOUR USE OF THE SOFTWARE INCLUDED WITH THIS PRODUCT YOU AGREE TO THE LICENSE TERMS REQUIRED BY THE LICENSOR OF THAT SOFTWARE

In return for acquiring a license to use the Squire Technologies Ltd software ("Software") and the related documentation, you agree to the following terms and conditions:

1. License. This Agreement grants you, the Licensee, a license to:

1a. Use the Software on a single machine containing hardware authorized by Squire Technologies Ltd.

1b. Make one copy of the Software in machine readable form solely for back-up purposes provided you reproduce Squire Technologies Ltd's copyright notice and any proprietary legends.

2. Restrictions. You may not distribute copies of the Software to others. You may not post or otherwise make available the Software, or any portion thereof, in any form, on the Internet. You may not use the Software in a computer service business, including in time sharing applications. The Software contains trade secrets 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, ADAPT, TRANSLATE, RENT, LEASE, LOAN, RESELL FOR PROFIT, DISTRIBUTE, NETWORK OR CREATE DERIVATIVE WORKS BASED UPON THE SOFTWARE OR ANY PART THEREOF.

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5. Term. This license is effective until January 1, 2045, unless terminated earlier. You may terminate the license at any time by destroying the Software (including the elated documentation) together with all copies or modifications in any form. Squire Technologies Ltd will have the right to terminate our license immediately if you fail to comply with any term or condition of this Agreement. Upon any termination, including termination by you, you must destroy the Software (including the related documentation), together with all copies or modifications in any form.

6. Limitation of Liability.

   IN NO EVENT WILL SQUIRE TECHNOLOGIES LTD OR ITS LICENSORS BE LIABLE TO YOU FOR ANY INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS, OR LOSS OF DATA, EVEN IF

SQUIRE TECHNOLOGIES LTD OR A LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY.

7. Export. You acknowledge that the laws and regulations of the United Kingdom and other countries may restrict the export and re-export of the Software. You agree that you will not export or re-export the Software or documentation in any form in violation of applicable United Kingdom and foreign law.

8. General. You acknowledge that you have read this Agreement, understand it, and that by using the Software you agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between Squire Technologies Ltd and you, and supersedes any proposal or prior agreement, oral or written, and any other communication between Squire Technologies Ltd and you relating to the subject matter of this Agreement. No additional or any different terms will be enforceable against Squire Technologies Ltd unless Squire Technologies Ltd givesits express consent, including an express waiver of the terms of this Agreement, in writing signed by an officer of Squire Technologies Ltd. You assume full responsibilityfor the use of the Software and agree to use the Software legally and responsibly.This Agreement shall be governed by United Kingdom law. This Agreement is deemed entered into by both parties. Should any provision of this Agreement be declared unenforceable in any jurisdiction, then such provision shall be deemed severable from this Agreement and shall not affect the remainder hereof. All rights in the Softwarenot specifically granted in this Agreement are reserved by Squire Technologies Ltd.

Should you have any questions concerning this Agreement, you may contact Squire Technologies Ltd by writing to:

Company Secretary
Squire Technologies Ltd
Prospect House, Sandford Lane
Wareham, Dorset, BH20 4DY
United Kingdom

4.0 LIABILITY

In no event shall Squire be liable for loss of profits or indirect, special, incidental, or consequential damages arising out of the use or inability to use the product. The sole and exclusive remedy, in contract, tort or otherwise, available for a breach of this warranty and for any and all claims arising out of or in any way connected with the purchase of the product shall be limited to the repair or replacement of any defective item or, at Squire Technologies Ltd sole option, the payment of actual direct damages not to exceed the payments made to Squires for the product in question.

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For any questions, or to find out more about the information above please contact Squire Technologies on +44 (0)1305 757314