



COMMERCIAL LICENCE

By using this software you are agreeing and indicating your acceptance of these terms and conditions. If you do not agree with them you should return the software to the dealer from whom you purchased the product and your money will be refunded. If the dealer from whom you purchased this package fails to refund your money, contact Express Coaching Limited immediately at the address below. Express Coaching Limited (hereinafter referred to as Company), a Scottish based Limited Company, provides the computer software CoachFX (hereinafter referred to as the Program) contained on the medium in this package and licences its use. You assume full responsibility for the selection of the Program to achieve your intended results and for the installation, use and results obtained from the Program.

Definitions

1. Program means the software program released by Express Coaching Limited in binary form as CoachFX software and other related software components.
2. Development Seat means an individual developer's workstation (whether a laptop, desktop and/or other computer) used to create CoachFX file types.
3. Licence Key means the unique user identification and password created by the licensee during the online registration process.
4. Licensee means the person or company which has completed the applicable payment for the licence referred to in this agreement.

Licence

1. In consideration of the payment of all applicable licence fees, (including but not limited to renewal fees), you are granted personal, non-transferable and non-exclusive licence to use the Program under the terms stated in this Agreement. You own the diskette or other physical media on which the Program is provided under the terms of this Agreement, but all title and ownership of the Program and enclosed related documentation (hereinafter referred to as Documentation), and all other rights not expressly granted to you under this Agreement, remain with the Company.
2. The program may be used installed following normal backup and archiving practices on one single development seat.
3. You and your employees and agent are required to protect the confidentiality of the Program. You may not distribute or otherwise make the Program or Documentation available to any third party.
4. You may not copy or reproduce the Program or Documentation for any purpose.
5. Any portion of the Program merged into or used in conjunction with another program will continue to be the property of the Company and subject to the terms and conditions of the



Agreement. You must reproduce and include Company's copyright notice on any portion merged in or used in conjunction with another program.

6. You may not sublease, a sign or otherwise transfer the Program or this licence to any other person without the prior written consent of the Company.

7. You acknowledge that you are receiving a LIMITED LICENCE TO USE the Program and Documentation and that the Company retains title to the Program and Documentation. You acknowledge that Company has a valuable proprietary interest in the Program and Documentation. You may not use, copy, modify or transfer the Program or Documentation or any copy, modification or merged portion in whole or in part except as expressly provided for in the Agreement. If you transfer possession of any copy, modification or merged portion of the Program or Documentation to another party, your licence is automatically terminated.

8. You have purchased a COMMERCIAL LICENCE which permits the licensee to charge fees for the separate distribution of the files created using the program. These files may be distributed in any format the licensee requires however the format may not be used in conjunction with or part of any licensee owned or third party web solution unless explicitly permitted by the Company.

Term

This licence granted to you is effective until terminated. You may terminate it at any time by returning the Program and Documentation to Company together with all copies together with all copies, modifications and merged portions in any form. The licence will also terminate upon conditions set forth elsewhere in the Agreement, or if you fail to comply with any term or condition of the Agreement. You agree upon such termination to return the Program and Documentation to Company together with all copies, modifications and merged portions in any form. Upon termination, Company can also enforce any rights provided by law. The provision of this Agreement which protects the proprietary rights of Company will continue in force after termination. Termination of this licence, either voluntary or involuntary, does not entitle you to a refund of you purchase cost except as provided elsewhere in this Licence Agreement.

Limited Warranty

Company warrants, as the sole warranty, that the medium on which the Program is furnished will be free from defects in materials and workmanship under normal use and conditions for a period of ninety (90) days from the date of delivery to you as evidenced by a copy of your receipt. No distributor, dealer or any other entity or person is authorised to expand or alter either this warranty or this Agreement. Any such representations will not bind the Company. Company does not warrant that the functions contained in the Program will meet your requirements or that the operation of the Program will be uninterrupted or error-free. Except as stated above in this section, the Program and Documentation are provided as-is without



warranty of any kind either expressed or implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. You assume entire risk as it applies to the quality and performance of the Program and Documentation. Should the Program prove defective you (and not the Company, authorised Company Distributor or dealer) assume the entire cost of all necessary servicing, repair or correction. This warranty gives you specific legal rights and you may also have other rights which vary from country to country. Some countries do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

Limitation of Remedies

Company's entire liability and remedy will be:

1. Replacement of any medium not meeting Company's "Limited Warranty" explained above and which is returned to Company or an authorised company distributor or dealer with a copy of your receipt; or
2. If Company is unable to deliver a replacement medium which conforms to the warranty provided under the Agreement, you may terminate this Agreement by returning the Program and Documentation to the Company, authorised Company Distributor, or dealer from whom you obtained the Program and your licence fee will be refunded.

Product Returns

If you must ship the Program and Documentation to an authorised Company Distributor, dealer or to Company, you must prepay shipping and either insure the Program and Documentation or assume all risk of loss or damage in transit. To replace a defective medium during the ninety (90) day warranty period, if you are returning the medium to Company, please send us your name and address, the defective medium and a copy of your receipt at the address provided below. In no event will Company be liable to you for any damages, direct, indirect, incidental or consequential, including damages for any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use such Program and Documentation, even if Company has been advised of the possibility of such damages or for any claim by any other party. Some countries do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. In no event will Company liability for damages to you or any other person ever exceed the amount of the licence fee paid by you to use the Program regardless of the form of the claim.

General

This Agreement is governed by the laws of Scotland. If any provision of this Agreement is deemed invalid by any court having jurisdiction, that particular provision will be deemed



deleted and will not affect the validity of any other provision of this Agreement. Should you have any questions concerning this Agreement, you may contact Express Coaching Limited at this address:

Express Coaching Ltd
3 Grosvenor Crescent
Hillhead
Glasgow G12 9AE
United Kingdom
+44(141)3392265 (phone/fax)
sales@expresscoaching.com

©2001 – 2011 Express Coaching Limited. All rights reserved. The Express Coaching logo is a trademark of Express Coaching Limited. Express Coaching and CoachFX are registered trademarks of Express Coaching Limited. All other product names mentioned in the Program, manual or other documentation are used for identification purposes only and may be trademarks or registered trademarks of their respective companies. Registered and unregistered trademarks used herein are the exclusive property of their respective owners.