

## COPYRIGHTS:

Copyright 2010 MLtek. All Rights Reserved.

By proceeding with this installation you confirm that you have both read this agreement in its entirety, and agree to it in its entirety. If you do not agree with any part of this agreement, do not install the software.

If you have any questions or uncertainty relating to this agreement or the terms of use of the software then do not proceed with this installation. Cancel the installation and obtain clarification from MLtek in writing before proceeding.

The Archive Manager product is Copyright 2010 MLtek.co.uk. All rights reserved. This software may not, in whole or in any part, be copied, reproduced, transmitted, translated (into any language, natural or computer), stored in a retrieval system, reduced to any electronic medium or machine readable format, or by any other form or means without prior consent, in writing, from MLtek.

Any attempt to de-compile the this software, or to access/monitor the source code while running or compiling will be taken as a breach of this agreement, and if permissible under local law will be pursued as a criminal offence. This software incorporates mechanisms to protect against such attempts, and in addition to record and report such attempts.

You are granted a limited license to use this software. The software may be used or copied only in accordance with the terms of that license, which is described in the following paragraphs.

## TRADEMARKS:

MLtek, MLtek.co.uk, Archive Manager, and the MLtek logo are trademarks of MLtek.

## LICENSE:

"THE SOFTWARE" SHALL BE TAKEN TO MEAN THE SOFTWARE CONTAINED IN THIS PACKAGE AND ANY SUBSEQUENT VERSIONS OR UPGRADES RECEIVED AS A RESULT OF HAVING PURCHASED THIS PACKAGE. "BUYER" SHALL BE TAKEN AS THE ORIGINAL PURCHASER OF THE SOFTWARE. "USER" SHALL MEAN ANY PERSON THAT DOWNLOADS, INSTALLS OR USES THIS SOFTWARE. THE BUYER HAS THE NON-EXCLUSIVE RIGHT TO USE THE SOFTWARE ON THOSE COMPUTERS THAT THE BUYER HAS PURCHASED A LICENCE FOR. THE BUYER AND/OR USER MAY NOT DISTRIBUTE COPIES OF THE SOFTWARE OR THE ACCOMPANYING DOCUMENTATION TO OTHERS WITHOUT THE EXPRESS WRITTEN CONSENT OF MLTEK.

MODIFICATION, ALTERATION, DECOMPILOATION OF THE SOFTWARE: BUYER AND/OR USER MAY NOT IN ANY WAY MODIFY, ALTER, ADAPT, REVERSE ENGINEER, DECOMPILE, TRANSLATE OR IN ANY WAY ATTEMPT TO CHANGE THE SOFTWARE OR DOCUMENTATION WITH THE EXCEPTION OF THOSE CUSTOMISATION OPTIONS PRESENTED THROUGH THE ADMINISTRATIVE INTERFACE AND/OR DESCRIBED WITHIN THE SOFTWARE'S DOCUMENTATION. THE BUYER AND/OR USER MAY NOT DISASSEMBLE THE PROGRAM OR ALLOW IT TO BE DISASSEMBLED INTO ITS CONSTITUENT SOURCE CODE. BUYER'S AND/OR USER'S USE OR INSTALLATION OF THE SOFTWARE INDICATES HIS/HER ACCEPTANCE OF THESE TERMS AND CONDITIONS. BY INSTALLING THE SOFTWARE THE BUYER AND/OR USER AGREE TO BE BOUND BY ALL OF THE TERMS IN THIS AGREEMENT. IF THE BUYER AND/OR USER DO NOT AGREE TO BE BOUND BY THESE CONDITIONS, RETURN THE DISTRIBUTION MEDIA, DOCUMENTATION, AND ASSOCIATED MATERIALS TO THE VENDOR FROM WHOM THE SOFTWARE WAS PURCHASED, AND ERASE THE SOFTWARE FROM ANY AND ALL STORAGE DEVICES AND STORAGE MEDIA UPON WHICH IT MAY HAVE BEEN INSTALLED/COPIED/SAVED. THIS LICENSE AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE UNITED KINGDOM, AND SHALL INURE TO THE BENEFIT OF MLTEK OR ITS ASSIGNS.

## DISCLAIMER / LIMITATION OF LIABILITY:

BUYER ACKNOWLEDGES THAT THE SOFTWARE MAY NOT BE FREE FROM DEFECTS AND MAY NOT SATISFY ALL OF BUYER'S OR USERS NEEDS. IT IS THE RESPONSIBILITY OF THE BUYER AND USER TO ENSURE THAT THE SOFTWARE WILL RUN SATISFACTORILY IN THE CUSTOMERS INTENDED OPERATIONAL ENVIRONMENT.

THE BUYER AND USER ACCEPT THAT IS IT IMPOSSIBLE FOR MLTEK TO ENSURE THAT THE SOFTWARE WILL PERFORM FLAWLESSLY IN ALL SITUATIONS.

MLTEK WARRANTS ALL MEDIA ON WHICH THE SOFTWARE IS DISTRIBUTED FOR 60 DAYS TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE.

THE SOFTWARE AND ANY ACCOMPANYING WRITTEN MATERIALS ARE LICENSED "AS IS". BUYER'S EXCLUSIVE REMEDY DURING THE WARRANTY PERIOD SHALL CONSIST OF REPLACEMENT OF DISTRIBUTION MEDIA IF DETERMINED TO BE FAULTY. IN NO EVENT WILL MLTEK BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE OR DAMAGES RESULTING FROM LOSS OF USE, OR LOSS OF ANTICIPATED PROFITS RESULTING FROM ANY DEFECT IN THE PROGRAM, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SOME LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITIES FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSION MAY NOT APPLY.

THE USER WILL TEST ALL PROPOSED CONFIGURATIONS OF THE SOFTWARE ON THEIR ENVIRONMENT BEFORE LIVE DEPLOYMENT OF THE SOFTWARE. AT ALL TIMES THE USER WILL MAINTAIN UP TO DATE AND KNOWN GOOD BACKUPS OF THEIR SYSTEM SO THAT IN THE EVENT OF A PROBLEM BEING ENCOUNTERED THE SYSTEM CAN BE PROMPTLY RESTORED TO A WORKING STATE JUST BEFORE THE PROBLEM WAS ENCOUNTERED.

## SPECIFIC RESTRICTIONS:

THIS SOFTWARE MAY NOT BE RENTED, LENT OR LEASED. THE SOFTWARE AND ACCOMPANYING DOCUMENTATION MAY NOT BE PROVIDED BY A "BACKUP SERVICE" OR ANY OTHER VENDOR WHICH DOES NOT PROVIDE AN ORIGINAL PACKAGE AS COMPOSED BY MLTEK, INCLUDING BUT NOT LIMITED TO ALL ORIGINAL DISTRIBUTION MEDIA AND DOCUMENTATION.