

SOFTWARE LICENSE AGREEMENT AND WARRANTY STATEMENT

SEAXL MARINE SOFTWARE LIMITED ("SEAXL") IS WILLING TO LICENSE THE SOFTWARE ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS LICENSE AGREEMENT. PLEASE READ THE TERMS CAREFULLY. BY CLICKING ON "ACCEPT", YOU WILL INDICATE YOUR AGREEMENT WITH THEM. IF YOU DO NOT AGREE WITH THESE TERMS, THEN SEAXL IS UNWILLING TO LICENSE THE SOFTWARE TO YOU, IN WHICH EVENT YOU SHOULD NOT PROCEED WITH INSTALLING THE SOFTWARE.

1. The Software. The Software licensed under this Agreement consists of computer programs, data compilation(s), and documentation referred to as **Seaxl Cashflow** (the "Software").

2. Perpetual Term For Registered Version License. The term of the license granted herein for the registered version of the Software shall be perpetual unless terminated by written notice by either party for material breach. Immediately upon termination of this license for any reason, You shall return to Seaxl all copies of the Software and documentation.

3. Registered Version License Grant for Single Copies (Non-Network Use). If You are a registered user of the Software for Single Copies, You are granted non-exclusive rights to install and use the Software by a single person who uses the Software only on one primary computer or workstation and optionally a secondary laptop computer or home computer. You may copy the Software for archival purposes, provided that any copy must contain the original Software's proprietary notices in unaltered form.

4. Registered Version License Grant For Network Use. If You are a registered user of the Software for Network Use, You are granted non-exclusive rights to install and use the Software and/or transmit the Software over an internal computer network, provided You acquire and dedicate a licensed copy of the Software for each user who may access the Software concurrently with any other user. You may copy the Software for archival purposes, provided that any copy must contain the original Software's proprietary notices in unaltered form.

5. Restrictions. You may not: (i) permit others to use the Software, except as expressly provided above for authorized network use; (ii) modify or translate the Software; (iii) reverse engineer, decompile, or disassemble the Software, except to the extent this restriction is expressly prohibited by applicable law; (iv) create derivative works based on the Software; (v) merge the Software with another product; (vi) copy the Software, except as expressly provided above; or (vii) remove or obscure any proprietary rights notices or labels on the Software. You must not run the Software under a debugger or similar tool allowing you to inspect the inner workings of the Software.

6. Purchase of Additional Licenses. Registered users of the Software may purchase license rights for additional authorized use of the Software in accordance with Seaxl's then-current volume pricing schedule. Such additional licenses shall be governed by the terms and conditions hereof. You agree that, absent Seaxl's express written acceptance thereof, the terms and conditions contained in any purchase order or other document issued by You to Seaxl for the purchase of additional licenses, shall not be binding on Seaxl to the extent that such terms and conditions are additional to or inconsistent with those contained in this Agreement.

7. Transfers. You may not rent, lease, sell, sublicense or in any way transfer the Software or any rights under this Agreement to any third party without the prior written consent of Seaxl. A condition to any transfer or assignment shall be that the recipient agrees to the terms of this Agreement. Any attempted transfer or assignment in violation of this provision shall be null and void.

8. Ownership. Seaxl Marine Software Ltd and its suppliers own the Software and all intellectual property rights embodied therein, including copyrights and valuable trade secrets embodied in the Software's design and coding methodology. The Software is protected by Cyprus copyright and other intellectual property right laws and international treaty provisions. This Agreement provides You only a limited use license, and no ownership of any intellectual property.

9. Technical support is available directly from Seaxl. When encountering problems, then You must first visit the Seaxl's web sites at www.seaxl.com and read the information presented there to make sure the question or problem is not already answered there. If not, the You may write to mail@seaxl.com.

10. When errors are found in the Software, Seaxl will release a new version of the Software that no longer contains those errors a reasonable amount of time after Seaxl is given an accurate description of those errors. Which amount of time is reasonable will depend on the complexity and severity of the errors. Seaxl will mention the release at www.seaxl.com and, at Seaxl's discretion, directly contact You to announce the new release. You can then, at Your option, upgrade to the latest version or to continue to use the older version Seaxl already has. In either case, no payment to Seaxl is required. In the latter case, You will no longer be entitled to technical support until You have upgraded to the latest version.

Seaxl reserves the right to charge an upgrade fee in the case of major new enhancements or additions to the Software. This major new version will then start a new version line which will use version numbers clearly distinguishable from the old version line. You have no obligation to upgrade to the new version line and the Seaxl will continue to make available the latest version of the previous version line and release new versions in the old version line in the case errors are still found, and provide technical support for it.

WARRANTY DISCLAIMER

SEAXL PROVIDES THE SOFTWARE "AS-IS" AND PROVIDED WITH ALL FAULTS. NEITHER SEAXL NOR ANY OF ITS SUPPLIERS OR RESELLERS MAKES ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. SEAXL AND ITS SUPPLIERS SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND DATA ACCURACY. THERE IS NO WARRANTY OR GUARANTEE THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR VIRUS-FREE, OR THAT THE SOFTWARE WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE, QUALITY, ACCURACY, PURPOSE, OR NEED. YOU ASSUME THE ENTIRE RISK OF SELECTION, INSTALLATION, AND USE OF THE SOFTWARE. WHILE THE SOFTWARE HAS BEEN DEVELOPED WITH GREAT CARE, IT IS NOT POSSIBLE TO WARRANT THAT THE SOFTWARE IS ERROR FREE. THE SOFTWARE IS NOT DESIGNED OR INTENDED TO BE USED IN ANY ACTIVITY THAT MAY CAUSE PERSONAL INJURY, DEATH OR ANY OTHER SEVERE DAMAGE OR LOSS. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. NO USE OF THE SOFTWARE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.