THIS AGREEMENT IS A LEGAL AGREEMENT BETWEEN ANNPOINT, S.R.O., WITH ITS REGISTERED ADDRESS AT U KRIZKU 588, 26101 PRIBRAM, CZECH REPUBLIC (THE "LICENSOR"), AND THE LICENSEE OF THE WORK ("CUSTOMER"). BY DOWNLOADING, INSTALLING, COPYING, SAVING ON YOUR COMPUTER, OR OTHERWISE USING THIS SOFTWARE, YOU (AS THE CUSTOMER) ARE BECOMING A PARTY TO THIS AGREEMENT AND YOU ARE CONSENTING TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Licensed software: DayPilot Pro (trial version), in binary form and including documentation ("Work").

- 1. Use of the Work. The Licensor hereby grants the Customer a worldwide, non-exclusive, non-transferable copyright license (without the right to sublicense) to use the Work for testing and evaluation purposes. Any other use of the Work is forbidden. In particular, the Licensor may not reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Work, or create derivative works from the Work.
- **2.** Copyright and Ownership. The Licensor is the owner or authorized licensor of the Work. The Work is protected by copyright laws and international treaty provisions. The Customer acquires only the non-exclusive right to use the Work as permitted herein and do not acquire any rights of ownership in the Work.
- **3. License Fees.** The license is provided free of charge.
- **4. Duration.** This license shall terminate immediately when the Customer fails to comply with the terms and conditions of this Agreement. Upon termination of this licence the Customer shall destroy the Work and shall erase all copies of the Work under the control of the Customer.
- 5. Limitation of Warranties and Liability. BECAUSE THIS WORK IS PROVIDED FREE OF CHARGE FOR TESTING AND EVALUATION PURPOSES LICENSOR SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR THE WORK, INCLUDING ANY LIABILITY FOR NEGLIGENCE. LICENSOR MAKES AND CUSTOMER RECEIVES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR ANY OTHER PROVISION OF THIS AGREEMENT OR ANY COMMUNICATION. LICENSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. CUSTOMER MAY HAVE CERTAIN STATUTORY RIGHTS TO WHICH THESE EXCLUSIONS DO NOT APPLY, HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE 30 DAYS. MOREOVER, IN NO EVENT WILL WARRANTIES PROVIDED BY LAW, IF ANY, APPLY UNLESS THEY ARE REQUIRED TO APPLY BY STATUTE. NOTWITHSTANDING THEIR EXCLUSION BY CONTRACT, NO DEALER, AGENT, OR EMPLOYEE OF LICENSOR IS AUTHORIZED TO MAKE ANY MODIFICATIONS. EXTENSIONS, OR ADDITIONS TO THIS LIMITED WARRANTY.

THE CUMULATIVE LIABILITY OF LICENSOR TO THE CUSTOMER FOR ALL CLAIMS RELATING TO THE WORK, IN CONTRACT, TORT, OR OTHERWISE,

DAYPILOT-TRIAL-20070530 Page 1/2

SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL LICENSE FEES PAID TO LICENSOR BY THE CUSTOMER FOR THE WORK.

IN NO EVENT SHALL LICENSOR BE LIABLE TO THE CUSTOMER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, MULTIPLE OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION AND LOST DATA, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

Customer is responsible for the selection of the Work to achieve its intended results, and for the installation, use and results obtained from the Work. Licensor does not warrant that use of the Work will be uninterrupted or error free, nor that program errors will be corrected.

IN THE CASES THAT THE APPLICABLE JURISDICTION DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, LICENSOR'S AGGREGATE LIABILITY WITH RESPECT TO ALL CLAIMS WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

9. Miscellaneous. This Agreement will be governed by the laws of Czech Republic, without reference to conflict of laws principles. Customer agrees that any litigation relating to this Agreement may only be brought in, and will be subject to the jurisdiction of, any Court of Czech Republic. Either Licensor or Customer may assign this Agreement in the case of a merger or sale of substantially all of its respective assets to another entity. If any provision of this Agreement is held to be excessively broad as to scope, activity, subject or otherwise so as to be unenforceable at law, such provision shall be constructed by limiting or reducing it so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear. This Agreement represents the entire understanding between the parties with respect to its subject matter and supersedes all prior written and oral communications, as well as the terms set forth in any other document, including without limitation any purchase order, check or form issued by Customer. This Agreement may not be modified except by a written agreement signed by authorized representatives of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a written agreement signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision on one occasion shall not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing.

If you have any questions regarding this agreement, please contact Annpoint, s.r.o. (daypilot@annpoint.com).

DAYPILOT-TRIAL-20070530 Page 2/2