CactuShop License Agreement

1. The CactuShop software is supplied 'AS IS'. No warranty is given either implied or expressed. Purchasers use the software entirely at their own risk. Cactusoft is not liable for any consequential loss howsoever arising caused by use of the CactuShop software or other associated software including but not limited to the Data Tool and the CEM package. This includes, but is not limited to, damage to hardware and/or software, loss of data, loss of business or any other financial loss. Cactusoft does not seek to exclude liability where prohibited by law.

2. CactuShop 'Trial' is designed to be easy to setup, test and uninstall. It is solely for use as a trial; it is not secure for live web use and does not include a license for live web use. If you cannot test it locally, you should ensure that any web site running it is protected by basic authentication or some other means of preventing unauthorized access to the scripts.

3. The purchaser or their agents are permitted to make alterations to the software (except as excluded in 4, 5 and 12 below), but the copyright of the original code remains the property of Cactusoft. Any software which uses any portion of CactuShop as a base may not be resold without express written permission from Cactusoft.

4. Cactusoft will supply each purchaser of CactuShop with a unique license number. It is a condition of use that this number is placed in the license number field in the config.asp file. CactuShop contains code to display this license number in the HTML source of the page in the format "<!--cactushop v.X license: XXXXXX-->". It is a violation of the license to remove this code or change it. The license number must be visible in the specified format at the top of the HTML source.

5. Each license entitles the purchaser to install the software on one live web site and one development machine only. A site will be considered as a live web site if pages of it can be found in search engines or accessed via public links on other sites which can be found via search engines. Users are expressly prohibited from modifying CactuShop to enable one installation of the software to support multiple online store fronts unless written permission from Cactusoft has been obtained and an agreement to license each store front individually agreed.

6. Cactusoft reserves the right to refuse any order made for products or services for any reason in which case a full refund of any card payment made for that order will be made.

7. CactuShop has a number of software platform requirements which are listed clearly on CactuShop web site. These include Microsoft Windows NT/2000/2003/XP-Pro, Microsoft IIS4+. The database requires Microsoft Access drivers, or MS SQL 7/2000/2005 or MySQL 5+ for Windows. For sending email, support for CDOSYS, CDONTS, ASPMail, ASPEmail or Jmail must be setup and running on the web server. Some features require MS XMLHTTP 3+ support, with direct internet connection (no proxy). The above software is not supplied or supported by Cactusoft.

8. CactuShop is designed and tested on English versions of Windows only. We cannot possibly possess or test every non-English version of Windows and while we provide some documentation on running CactuShop on them, we cannot guarantee that CactuShop will run properly on such systems, neither can we guarantee to fix nor address bugs specific to non-English versions of Windows. Users should always verify operation of the free Trial version to satisfy themselves that the product works on their intended hosting platform.

9. Each customer will be allocated a CactuShop user account on our system which allows access to the latest software builds as well as enabling the customer to post support tickets. Six months support is included with each new license, and support can be purchased in one-year increments after this. WE ONLY PROVIDE DIRECT SUPPORT VIA THE ONLINE TICKET SYSTEM; we do not provide telephone or email support, neither do we provide direct support to customers whose support coverage has expired. Customers who purchase multiple licenses on the same CactuShop user account to enjoy the discounts for subsequent purchases may use those licenses to build sites for other customers. However, they must field all support requests from their clients. On no account should end users who are not the primary account holder be given access details to the CactuShop user account in order to request support from Cactusoft directly or for any other reason. Cactusoft will consider anyone in possession of the CactuShop user account details to be the rightful account holder unless it believes that the CactuShop user account details were obtained by deception or other illegal or unauthorized means. Any customer who gives other parties access to their CactuShop user account will be considered to have forfeited the account and passed it to the other party unless the other party is willing to rescind their rights to the CactuShop user account in writing. Cactusoft will not support end users of the software directly unless they are the primary account holder on our

system. End users whose site license was purchased by a site developer, reseller or other third party should contact that organization or individual for support.

10.   Cactusoft cannot support user modifications to the software, only the original CactuShop code. Cactusoft cannot support, debug or fix problems with other software or services not provided by Cactusoft, including but not limited to, hosting, SMTP or email components, secure certificates, server or database platform.

11.   Cactusoft does not offer a free review period for the 'Standard' or 'Pro' versions of CactuShop. To review the basic functionality and coding style, we provide a free 'Trial' download as well as online demonstrations of the 'Pro' version. If you would like to test the back end functionality, please contact us for access details. Cactusoft offers refunds purely at the discretion of management. The claimant must provide full details of the reason behind the request, the license number and the date of purchase.

12.   Cactusoft's copyright messages within the code may not be removed.

13.   Cactusoft reserves the right to contact web sites running code in violation of this license agreement and their web hosts and upstream providers directly, in addition to contacting the account holder, in order to notify them of the license breaches and request that they remedy them. In cases where the breaches are not remedied within 7 days, Cactusoft reserves the right to revoke all licenses and ongoing services on that CactuShop user account. Developers and resellers are responsible for ensuring that their end users do not breach the license agreement and should include contract provisions to ensure this. The user agrees that Cactusoft may take legal and/or technical measures to prevent illegal use of Cactusoft software.

14.   From time to time this license agreement may be amended. When downloading upgrades or new software, the user is acknowledging that usage of the code will be governed by the license agreement in effect at that time and not any prior license agreement that may have applied at the time of the original purchase.

15.   This license agreement is made between Cactusoft International FZ-LLC and the user and shall be governed by the laws of England and Wales which shall claim venue and jurisdiction for any legal motion or claim arising from this agreement. Cactusoft International FZ-LLC may designate an agent to act on its behalf in the event of any claim. Any provisions of this agreement that are subsequently found to be void shall not render other parts of the agreement void.

23 November 2006