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For: 'COM-SUR™, "THE SOFTWARE PRODUCT" - SEE END OF PAGE FOR VER. INFO.

Preamble - Read Carefully

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COM-SUR grants you the following rights provided that you comply with all terms and conditions

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1.1 COM-SUR hereby grants to you a personal non-exclusive, non-transferable, revocable, limited right to install and use THIS SOFTWARE PRODUCT, subject to the restrictions and terms set forth in this Agreement. Where applicable, such right may be time-based. For example, the right to use THIS SOFTWARE PRODUCT may be available for a specific period of time, and would be extended, at the discretion of COM-SUR based on receipt of payment, and/or your acceptance of further terms and conditions.

1.2 You agree that COM-SUR may audit your use of THIS SOFTWARE PRODUCT for compliance with these terms at any time, upon reasonable notice. In the event that such audit reveals any use of THIS SOFTWARE PRODUCT by you is other than in full compliance with the terms of this Agreement, you shall reimburse COM-SUR for all reasonable expenses related to such audit in addition to any other liabilities you may incur as a result of such non-compliance.

1.3 THIS SOFTWARE PRODUCT is made available as a single product. Its component parts shall not be separated for use on more than one computer. The only right granted to you is the right to use the software and accompanying documentation (whether electronic or otherwise), in accordance with this Agreement. THIS SOFTWARE PRODUCT is protected by copyright and other intellectual property laws and treaties. COM-SUR, COM-SUR Affiliated Companies, and/or their licensors own the title, copyright, and other intellectual property rights in THIS SOFTWARE PRODUCT. For purposes of this Agreement, COM-SUR Affiliated Companies (or COM-SUR Affiliated Company) shall mean any person, branch, or entity controlling, controlled by or under common control with COM-SUR, or a majority of the shareholders of COM-SUR or a COM-SUR Affiliated Company, whether now existing or formed in the future, together with any person, branch, or entity which may acquire such status in the future. All rights not expressly granted to you in this Agreement are specifically reserved to COM-SUR, or to COM-SUR's licensors as applicable. You do not receive or acquire any right, title, or interest to THIS SOFTWARE PRODUCT, and/or to any applicable intellectual property rights including patents, trademarks, copyrights, and/or trade secrets. You shall not remove or alter any proprietary notices, labels, or trademarks from/on THIS SOFTWARE PRODUCT or accompanying documentation.

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2. RESTRICTIONS:

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2.2 You shall not use, integrate, combine or otherwise exercise any rights under this Agreement in any manner that would render THIS SOFTWARE PRODUCT or any component thereof as Public Source Software. As used herein, "Public Source Software" means any software that (in whole or in part) includes, or is otherwise derived in any manner from, any software that is distributed under conditions that include: (i) licensees of such software are authorized to access, modify and make derivative works of the source code for the software: (ii) licensees of source code of such software are not obligated to maintain the confidentiality of such source code; and (iii) licensees of such software are required, even under limited circumstances, to grant licenses to the source code or derivative works thereof, which licenses include rights under the licensee's intellectual property.

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You further acknowledge that COM-SUR reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice. COM-SUR shall also have no obligation to warn you in case your hardware and/or THIS SOFTWARE PRODUCT reach the maximum data limit, either due to limitations in THIS SOFTWARE PRODUCT, and/or the hardware and/or the database.

9.11 You further acknowledge that COM-SUR reserves the right to add, modify, remove and/or

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10. EQUITABLE REMEDIES:

You hereby agree that COM-SUR, and/or its licensors, and suppliers would be irreparably damaged if the terms of this Agreement were not specifically enforced, and therefore you agree that COM-SUR and/or its licensors, and suppliers shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as COM-SUR and/or its licensors, and suppliers may otherwise have available to it under applicable laws.

11. MISCELLANEOUS:

11.1 Governing law and Venue - This Agreement shall be deemed to have been made and executed in Mumbai, India. This Agreement is governed by the laws of India. Each of the parties hereto irrevocably accepts the jurisdiction of the courts of India, and further agree to commence any litigation which may arise hereunder only in the courts located at Mumbai in India.

NOTWITHSTANDING ANYTHING IN THIS SECTION TO THE CONTRARY, COM-SUR, THE COM-SUR AFFILIATED COMPANIES AND/OR THEIR LICENSORS AND SUPPLIERS SHALL NOT BE PREVENTED FROM ENFORCING THEIR RESPECTIVE OR COLLECTIVE INTELLECTUAL PROPERTY RIGHTS IN ANY APPROPRIATE JURISDICTION.

11.2 Modification - COM-SUR reserves the right to modify the terms of this Agreement at any moment, and without prior notification, and/or in future releases of THIS SOFTWARE PRODUCT, and/or by way of notice on COM-SUR's website www.comsur.biz.

11.3 Waiver - The waiver or failure of COM-SUR, and/or its licensors, and suppliers to exercise in any respect any right provided for in this Agreement shall not be deemed as a waiver of a further right under this Agreement.

11.4 Non-Assignment - You shall not sell, assign, or transfer the rights/liabilities under this Agreement.

11. 5 Partial Invalidity - In the event that any provision of this Agreement shall be held by a court or other tribunal to be invalid, the remaining portions of this Agreement shall remain in full force

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11.6 Except and to the extent stated in this Agreement, this Agreement constitutes and contains the entire Agreement between the parties with respect to the subject matter hereof and supersedes any prior oral or written Agreements.

11.7 If you are acquiring or using THIS SOFTWARE PRODUCT on behalf of an entity, you represent and warrant that you have the legal capacity to bind such entity to this Agreement.

11.8 End User shall pay any applicable taxes in respect of the rights granted and fees paid in connection with this Agreement.

11.9 The provisions, which by their nature are continuing, shall survive termination of this Agreement.

11.10 You confirm that you are mentally fit and are otherwise competent to enter into this Agreement.

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The term of this Agreement begins on your completing the downloading formalities, and/or opening of the package containing this SOFTWARE PRODUCT (where applicable) installing, accessing, or using this SOFTWARE PRODUCT. The duration of support services provided under this Agreement is subject to the terms specified in COM-SUR's or the CP’s offer, based on the version of the software you have purchased. This Agreement shall continue for as long as you use this SOFTWARE PRODUCT and are covered by the support services as per COM-SUR's or CP’s offer (subject to clause 11.9 herein above). The disclaimers of warranties and liability set forth herein shall continue in force even after any termination.

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The waiver of, or failure to enforce, any breach or default by either party hereunder shall not constitute the waiver of any other or subsequent or continuing breach or default.

15. TRANSLATIONS:

This Agreement is prepared in the English language. In the event of a conflict between the English language version and any translated version, the English language version shall govern the parties' relationship. Any translation of this Agreement into any other languages shall be for convenience of reference only.

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