

License Agreement – MsgSave 5.0

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END USER SOFTWARE LICENSE AGREEMENT

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b. Termination

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This Agreement constitutes the complete Agreement between the parties and supersedes all previous communications and representations or agreements, either oral or written, with respect to the subject matter hereof.

d. Amendments; Waiver

This Agreement may be modified or changed in whole or in part in any manner other than by an Agreement in writing duly signed by both parties hereto or by a further electronic agreement presented by SARCOPHAGUS LIMITED and accepted by you. SARCOPHAGUS LIMITED' failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right.

e. Severability

The parties desire and intend that all of the provisions of this Agreement be enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application thereof to any person or circumstances is, to any extent, construed to be illegal, invalid or unenforceable, in whole or in part, then such provision will be construed in a manner to permit its enforceability under applicable law to the fullest extent permitted by law. In any case, the remaining terms of this Agreement or the application thereof to any

person or circumstance, other than those that have been held illegal, invalid or unenforceable, will remain in full force and effect.

f. Governing Law

This Agreement will be governed by British Law. The exclusive jurisdiction for any dispute will be courts sitting in the County of Yorkshire, United Kingdom.

g. Language

This Agreement was originally prepared in the English language. SARCOPHAGUS LIMITED may provide one or more translations for your convenience, the English version will control in the case of any conflict or discrepancy.

h. Upgrades

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