

End-User Licence Agreement

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1.2 "Program" means all or any part of FieldIT's software for FieldIT Product for upgrade and updates purpose licensed to You by FieldIT under this Agreement.

1.3 "FieldIT" refers to the bussiness owner "Oliver Field".

2. PROGRAM LICENSE

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WITH RESPECT TO THE PROGRAM AND DOCUMENTATION, WHETHER EXPRESS, IMPLIED, STATUTORY, OR ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

4. DAMAGES AND REMEDIES FOR BREACH

You agree that any breach of this Agreement's restrictions would cause FieldIT irreparable harm for which money damages alone would be inadequate. In addition to damages and any other remedies to which FieldIT may be entitled, You agree that FieldIT may seek injunctive relief to prevent the actual, threatened or continued breach of this Agreement.

5. TERMINATION

This Agreement is effective until terminated. FieldIT may terminate this Agreement at any time upon Your breach of any provision. If this Agreement is terminated, You will stop using the Program, permanently delete it from the equipment where it resides, and destroy all copies of the Program and Documentation in Your possession, confirming to FieldIT in writing that You have done so.

6. GENERAL TERMS

6.1 Law. This Agreement and all matters arising out of it are governed by the laws of the country where Your FieldIT Product was originally purchased, and the parties irrevocably consent to jurisdiction and venue in the courts of that country's national capital. Application of the United Nations Convention on Contracts for the International Sales of Goods is expressly excluded.

6.4 No Assignment. You may not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any rights or obligations under it, whether voluntarily or involuntarily, by operation of law or otherwise, without FieldIT's prior written consent. Any purported assignment, transfer or delegation by You will be null and void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

6.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements or representations, whether written or oral, concerning its subject matter. This Agreement may not be modified or amended without FieldIT's prior and express written consent, and no other act, document, usage or custom will be deemed to amend or modify this Agreement.