

You should carefully read the following end user license agreement before downloading any files. If you do not agree with the terms of this agreement, you may not download the files.

These files, any printed materials, any on-line or electronic documentation, and any and all copies and derivative works of such files and materials (the "Data") are the copyrighted work of sample & hold Ltd ("sample & hold"), its subsidiaries, licensors and/or its suppliers. All use of the Data is governed by the terms of the End User License Agreement which is provided below ("License Agreement"). The Data is solely for use by end users according to the terms of the License Agreement. Any use, reproduction or redistribution of the Data not in accordance with the terms of the License Agreement is expressly prohibited.

End User License Agreement

1. Limited Use License.

sample & hold hereby grants, and by downloading the Data you thereby accept, a limited, non-exclusive license and right to download and use the Data for noncommercial evaluation purposes. The Data is licensed, not sold. Your license confers no title or ownership in the Data.

2. Ownership.

All title, ownership rights and intellectual property rights in and to the Data and any and all copies thereof (including but not limited to any computer code, objects, characters, character names, concepts, artwork, animations, and any related documentation) are owned by sample & hold or its licensors. The Data is protected by the copyright laws of the United Kingdom, international copyright treaties and conventions and other laws. All rights are reserved. The Data may contain certain licensed materials and sample & hold's licensors may act to protect their rights in the event of any violation of this Agreement.

3. Responsibilities of End User.

A. Subject to the grant of license here in above, you may not, in whole or in part, copy, reproduce, translate, reverse engineer, modify, or create derivative works based on the Data, or remove any proprietary notices or labels on the Data without the prior consent, in writing, of sample & hold.

B. You are entitled to use the Data for your own personal use, but you are not entitled to:

(i) sell or transfer reproductions of the Data to other parties in any way, nor to rent, lease or license the Data to others.

(ii) exploit the Data or any of its parts for any commercial purpose including, but not limited to, use in film, TV, press, web based or artistic endeavours;

C. You must back-up to another secure location, on a regular basis, any data files concerning your use of the Data as sample & hold has no liability for lost or corrupted data.

4. Data Transfer.

You may permanently transfer all of your rights under this License Agreement, provided the recipient agrees to the terms of this License Agreement and you agree to remove the Data from your home or work computers.

5. Termination.

This License Agreement is effective until terminated. You may terminate the License Agreement at any time by destroying the Data. sample & hold may, at its discretion, terminate this License Agreement in the event that you fail to comply with the terms and conditions contained herein. In such event, you must immediately destroy the Data.

6. Limited Warranty.

sample & hold EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE DATA. THE DATA IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. The entire risk arising out of use or performance of the Data remains with you.

7. Limitation of Liability.

NEITHER sample & hold, ITS SUBSIDIARIES, AFFILIATES OR LICENSORS SHALL BE LIABLE IN ANY WAY FOR LOSS OR DAMAGE OF ANY KIND RESULTING FROM THE USE OF THE DATA INCLUDING, BUT NOT LIMITED TO, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, DATA LOSS, DATA CORRUPTION OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES.

8. Equitable Remedies.

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

9. Miscellaneous

You hereby acknowledge that you have read and understand the foregoing License Agreement and agree that the action of downloading the Data is an acknowledgment of your agreement to be bound by the terms and conditions of the License Agreement contained herein. You also acknowledge and agree that this License Agreement is the complete and exclusive statement of the agreement between sample & hold and you and that the License Agreement supersedes any prior or contemporaneous agreement, either oral or written (including inconsistent statements in written materials and online help accompanying the Data), and any other communications between sample & hold and you