Oxygen Phone Manager II License Agreement and Limited Warranty

PLEASE READ THIS LICENSE CAREFULLY BEFORE INSTALLING OR USING THE PRODUCT. A COPY OF THIS LICENSE IS AVAILABLE FOR YOUR FUTURE REFERENCE IN THE "LICENSE.RTF" FILE PROVIDED WITH THE PRODUCT.

1. Introduction. This agreement explains when and how you may use Unregistered and Registered Copies of Oxygen Phone Manager II for Nokia phones.

In this agreement:

- "Oxygen Phone Manager II" or "Product" means the Oxygen Phone Manager II for Nokia phones program you have purchased or obtained for evaluation.
- "Unregistered Copy" means a copy of Oxygen Phone Manager II distributed by us for evaluation.
- "Registered Copy" means a copy of the Oxygen Phone Manager II purchased or rented from us.
- "we" or "us" means Oxygen Software.
- "you" means the end user of Oxygen Phone Manager II.
- "Rented version" means the special version of Oxygen Phone Manager II that you have rented for a limited period of time.

2. Ownership. The Product is proprietary to Oxygen Software. The Product is licensed, not sold, to you notwithstanding any reference herein to "purchases". You acknowledge and agree that:

- Product is protected under copyright and other laws.
- Oxygen Software and its licensors retain all copyrights and other intellectual property rights in the Product.
- There are no implied licenses under this License, and any rights not expressly granted to you hereunder are reserved by Oxygen Software.
- You acquire no ownership or other interest (other than your license rights) in or to the Product;
- Oxygen Software owns all copies of the Product, however made. You agree that you will not, at any time, contest anywhere in the world Oxygen Software's ownership of the Product, nor will you challenge the validity of Oxygen Software's rights in the Product.

3. Legal Agreement. This is a legal agreement which allows you, the end user, to use Oxygen Phone Manager II under certain terms and conditions. If you cannot agree to abide by the terms of this agreement you should not use Oxygen Phone Manager II. Oxygen Software reserves the right to change this license agreement for the future versions of Oxygen Phone Manager II. Oxygen Software is only willing to grant you this License if you obtained the Product from Oxygen Software or a Oxygen Software authorized reseller. If you obtained the Product from any other source you may not install or use the Product.

4. Use of Oxygen Phone Manager II. You may use the Unregistered Copy of Oxygen Phone Manager II on as many computers as you like for a 30 day period. After that period, you must either register Oxygen Phone Manager or remove it from all the computers you had installed it on.

You assume full responsibility for the selection and use of Oxygen Phone Manager II to achieve your intended results.

Special notice for Rented version. You are allowed to use the Rented version of Oxygen Phone Manager II only during rental period. After that you must stop using the program in any way. We do not guarantee correct working of Rented version of Oxygen Phone Manager II after rental period expires.

5. Copying Registered Copies of Oxygen Phone Manager II. When you receive a Registered Copy of Oxygen Phone Manager II you may make copies of Oxygen Phone Manager II which are necessary for normal backup purposes.

You agree not to make any other copies of the software, or any part of them, or sell or give any copies to others, without our advance written permission.

6. Licensing for Oxygen Phone Manager II is as follows:

License type		Personal use		Business use		Phones allowed	 	Price
Individual		Yes		No		1		Eu39
Family		Yes		No		3		Eu59
Upgrade to Family	 	Yes	 	No	 	3		Eu29
Business		Yes		Yes	Ι	5		Eu89
Upgrade to Business	 	Yes		Yes		5		Eu59
Company		Yes		Yes	Ι	100	E	u1599
Corporate		Yes		Yes		500	E	u6995

To register online, visit: http://www.opm-2.com/order/

After registration you receive full version download link, unlock code and installtion instructions. Once you activate this code the program is ready to work. The number of phones allowed by the license is shown in the table above. This value shows maximum number of phones that will be handled by the software simultaneously. Registration/Unregistration of the phones is very simple and convenient. If you changed the phone or bought another one, just choose "Register/Unregister phone" item in "Phone" menu and select what phone(s) you need to be added to (or removed from) your license. Program sends this information to Oxygen Registration Robot. The Robot will provide you with updated registration code. Usually it takes only several minutes. Note that once you removed the phone from the license, you won't be able to use it with Oxygen Phone Manager II again as removing phone from your license means that you're no longer using it.

Your license includes one year of free upgrades and technical support. After your registration period is expired you can continue using the last full version you have as long as you wish. You also will be able to register new phones to use with the program via our registration robot, but you cannot download and use newer versions of Oxygen Phone Manager. If you want to continue receiving updates and technical support after one year period you have to pay small renew price starting from Eu5.95 per phone. Special notice for Rented version. You are allowed to register maximum 2 phones with the Rented version of Oxygen Phone Manager II. You are not able to Unregister phones with Rented version.

You must not make your license keys, registered version files and registration details public or give them to any third party. If the keys of the versions become public they may be deactivated. In this case, use of these files is prohibited.

7. OTHER LIMITATIONS.

You may use the Product only with the phones registered in the licence key received from Oxygen Software.

You must not modify or remove any copyright notices and licence agreement statements in the Product. You may not transfer copies of the Product to third parties.

You may not decompile, disassemble or reverse engineer the Product. You also must not modify the files included in the distribution package.

You may not rent, lease or otherwise transfer rights to the Product.

8. LIMITED WARRANTY AND DISCLAIMER. The following limited warranty applies to Unregistered and Registered Copies of Oxygen Phone Manager II.

Bugs and Program Errors. We do not promise that Oxygen Phone Manager II will be free of bugs or program errors. If you report a program error or bug to us, we will use our best efforts to correct it. If we issue a maintenance release for Oxygen Phone Manager II which includes a correction for an error you reported, we will send you a copy of that maintenance release at no charge. We will only do this for

maintenance releases, not for new major releases or other new versions of Oxygen Phone Manager II.

Hardware damages. We are not responsible for any possible damages which may occur with your mobile phone or PC during use or misuse of our software. We are also not responsible for any problems caused by original or hand-made connection cables.

Except for the limited warranty stated above, we disclaim any and all other warranties, express or implied, oral or written, including any implied warranties of merchantability or fitness for a particular purpose. Oxygen Software reserves the right to change this license agreement for the future versions of Oxygen Phone Manager II.

9. LIMITATION OF LIABILITY. IN NO EVENT WILL OXYGEN SOFTWARE BE LIABLE TO ANY PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY LOSS OF PROFIT, REVENUE, BUSINESS OPPORTUNITY OR DATA, ARISING FROM OR RELATING TO THIS LICENSE OR THE PRODUCT, WHETHER IN CONTRACT, IN TORT OR OTHERWISE, EVEN IF OXYGEN SOFTWARE KNEW, SHOULD HAVE KNOWN OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OXYGEN SOFTWARE'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS LICENSE OR THE PRODUCT, WHETHER IN CONTRACT, IN TORT OR OTHERWISE, WILL NOT EXCEED THE FEES ACTUALLY PAID BY YOU UNDER THIS LICENSE. THIS SECTION WILL APPLY EVEN IF AN EXCLUSIVE REMEDY HEREUNDER HAS FAILED OF ITS ESSENTIAL PURPOSE.