

1. END USER LICENSE AGREEMENT

This End-User License Agreement ("EULA") is a legal agreement between you the end user ("Licensee") (either an individual or a single entity) and ProSoft Technology, Inc. ("Licensor") for the Software (including firmware) accompanying this EULA, which may include associated media, printed materials, and "online" or electronic documentation (collectively the "Software"). An amendment or addendum to this EULA may accompany the Software.

Licensor is willing to license this Software to Licensee only upon the condition that Licensee accepts all of the terms contained in this EULA, plus any additional limitations on the license set forth in ProSoft Technology's General Terms and Conditions of Sale. To the extent of any conflict between the terms of this EULA and the General Terms and Conditions of Sale, the General Terms and Conditions of Sale shall apply.

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT CAREFULLY BEFORE DOWNLOADING OR USING THE SOFTWARE.

BY DOWNLOADING THE SOFTWARE, OR USING THE EQUIPMENT THAT CONTAINS THIS SOFTWARE, YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT.

THIS IS YOUR PROOF OF LICENSE, PLEASE TREAT IT AS VALUABLE PROPERTY.

1.1 Subject to the terms and conditions of this Software License, Licensor hereby grants to Licensee a non-exclusive, non-transferable license for the Term, without right of sublicense, to install and use the Software in the State or Territory for Licensee's internal business purposes only.

1.2 Licensee shall have no rights in the Software other than as specifically set out herein. Licensee shall not create derivative works of the Software or permit any third party to use the Software or shall Licensee operate the Software on behalf of a third party. Licensee shall not reverse engineer, decompile or otherwise attempt to derive the source code of the Software. Licensee's right to use the Software terminates automatically if you violate any part of this License. In the event of termination, you must destroy all copies of the Software or return it to Licensor. If Licensee does not agree to all of the terms of this License do not install, copy or use the Software. Licensor reserves all rights not expressly granted to Licensee in this EULA.

1.3 Licensee may not sell, rent, or lease the Software.

1.4 Licensor may attend the office of Licensee to audit Licensee's operations to ensure Licensee's use of the Software is in compliance with the terms of this Agreement. All operational audits will be conducted during regular business hours with reasonable notice.

1.5 LIMITED WARRANTY. Licensor warrants that standard Licensor branded software furnished hereunder, when used with Licensor-specified hardware, will perform in accordance with published specifications prepared, approved, and issued by Licensor for a period of three (3) years from the date of invoice from Licensor or its appointed distributor, as the case may be. The Software is provided AS IS. Licensor makes no representation or warranty, express or implied, that the operation of the software will be uninterrupted or error free, that the functions contained therein will meet or satisfy Licensee's



intended use or requirements, that Licensee will be able to operate the Software without problems or interruptions, or that the Software will be free from defects or failures. Any written or oral information or advice given by Licensor, dealers, distributors, agents, or employees will in no way increase the scope of this warranty. This warranty does not apply if the Software (a) has been altered, except by Licensor, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Licensor, (c) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident, or (d) is used in ultra-hazardous activities.

1.6 LIMITATION OF LIABILITY. NO LIABILITY FOR CONSEQUENTIAL DAMAGES. To the maximum extent permitted by applicable law, in no event shall Licensor or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profit, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of, or inability to use, this Software, even if Licensor has been advised of the possibility of such damages.

1.7 Where directed by State Law, some of the above exclusions or limitations may not be applicable in some states. This warranty provides specific legal rights; other rights that vary from state to state may also exist. This warranty shall not be applicable to the extent that any provision of this warranty is prohibited by any Federal, State or Municipal Law that cannot be preempted. If any provision of the Agreement is invalid under any statute or rule of law, such provision, to that extent only, shall be deemed to be omitted without affecting the validity of the remainder of the Agreement.

1.8 The Software is protected by the United States and international copyright laws and other intellectual property laws and international treaty provisions. Licensee agrees that aspects of the licensed materials, including the specific design and structure of individual programs, constitute trade secrets and/or copyrighted material of Licensor. Licensee agrees not to disclose, provide, or otherwise make available such trade secrets or copyrighted material in any form to any third party without the prior written consent of Licensor. Licensee agrees to implement reasonable security measures to protect such trade secrets and copyrighted material. Title, copyright, and other intellectual property rights of the Software, shall remain solely with Licensor.

1.9 This EULA applies to updates or supplements to the original Software provided by Licensor unless other terms are provided along with the update or supplement. Licensee should not use a previous version of the Software upon receipt of an upgrade or update except for a period of 2 weeks. At the end of the 2 week period the previous version should be returned to Licensor.

1.10 Software, including technical data, is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. You agree that you will not export or re-export the Software (or portions thereof) to any country, person or entity subject to U.S. export restrictions. You specifically agree not to export or re-export the Software (or portions thereof): (i) to any country subject to a U.S. embargo or trade restriction; (ii) to any person or entity who you know or have reason to know will utilize the Software (or portions thereof) in nuclear, chemical or biological weapons; or (iii) to any person or entity who has been denied export privileges by the U.S. government. The Licensee agrees to comply strictly with all such regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import Software.



1.11 The Software is classified as "commercial computer software" and the Documentation is classified "commercial software documentation" or "commercial items". Any use, modification, reproduction, release, performance, display or disclosure of the Software or Documentation shall be governed solely by the terms of this EULA and shall be prohibited except to the extent expressly permitted by the terms of this agreement.

1.12 This License is effective until terminated. Licensee may terminate this License at any time by destroying all copies of Software including any documentation. This License will terminate immediately without notice from Licensor if Licensee fails to comply with any provision of this License. Upon termination, Licensee must destroy all copies of Software.