

## Creator2 License Agreement

CAREFULLY READ THE FOLLOWING LICENSE AGREEMENT BETWEEN YOU, THE END USER, AND MULTI-AD SERVICES, INC., BEFORE BREAKING THE SEAL ON THE MULTI-AD CREATOR2 DISK PACKAGE. WHEN YOU BREAK THE SEAL ON THE DISK PACKAGE, YOU ACKNOWLEDGE AND AGREE TO ACCEPT THE TERMS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, YOU MAY RETURN THIS PACKAGE TO YOUR PLACE OF PURCHASE FOR A FULL REFUND.

### 1. Definition of Terms.

“Licensee,” “Customer,” “You,” and “Your” means any person, group, business, or entity that purchases and/or uses any part of the product Multi-Ad Creator2™. “Software,” “Creator2” and/or “Application” means the user manual(s), all copies of the software—either in total or any portion thereof—and all other printed materials contained in this package. These terms also refer to all techniques, codes, concepts, ideas, documents, and formats utilized with this package.

### 2. Licensing.

You, the customer, do not receive title to Creator2. Multi-Ad grants to the customer a non-exclusive and non-transferable sublicense to use the current version of Creator2 in accordance with the following terms and conditions:

- You may operate the software on a single computer work station.
- Creator2 cannot be shared or used by multiple work stations through networking or other computer communication systems.

### 3. Copying.

You may make one (1) backup copy of Creator2 or copy the program to one (1) hard disk. This copy must contain all markings and codings of the original program and is subject to all terms and conditions of this License Agreement. All copies become the property of Multi-Ad Services, Inc.

### 4. Transfer of Ownership.

You may not transfer ownership of Creator2, in part or total, to any other person or entity. You may not resell, sublicense, lend, or rent any portion of Creator2.

### 5. Alteration or Modification of Software.

Creator2 contains valuable proprietary programming belonging to Multi-Ad Services and others. You agree to communicate to all persons under your direction, control, and/or employ the restrictions contained in this License Agreement. You will exercise all reasonable efforts to see that those in your employ, your agents, and those under your control abide by the terms and conditions of this Creator2 license agreement. You will make no attempt nor allow any employee, agent, or other person to attempt to derive the source code. The customer will immediately notify Multi-Ad Services, Inc., in writing, of any unauthorized use or tampering. The customer will not attempt to merge this program with any other program. The customer will not alter, change, or delete any copyright or patent notices on any portion of the program. Both the license and your right to use the software automatically terminate if you violate any part of this agreement. In the event of termination, you must immediately destroy all copies of the software or return them to Multi-Ad Services, Inc. Multi-Ad may enhance, change, or revise this program at any time. Multi-Ad Services, Inc., retains the right to provide updated versions of Creator2 to the user for a fee. The customer may refuse to accept the updates.

6. General Provisions and Warranty.

Multi-Ad Services, Inc., warrants that for (90) days after receipt of the program by the customer, the software shall reasonably conform to the standards defined in the accompanying documentation. Any oral or written information or advice given by the dealers, representatives, distributors, agents, or employees will in no way increase the scope of this warranty. Multi-Ad does not specifically warrant that the program will operate uninterrupted or error free. The sole and exclusive remedy for failure of the program to perform in accordance with the accompanying documentation is for the customer to return Creator2 to Multi-Ad Services, Inc., and to notify Multi-Ad in writing of the performance within ninety (90) days of purchase. Multi-Ad's sole obligation shall be to provide the customer with a performing copy of the program or to refund the license fees within a reasonable time after receiving notification of non-performance. If Multi-Ad refunds the license fees, this license agreement shall be considered terminated and the customer shall return all copies of the software package and any related materials or documentation to Multi-Ad Services, Inc.

7. Disclaimer of Other Warranties.

THE Creator2 LIMITED WARRANTY SET FORTH IN THIS AGREEMENT IS IN LIEU OF ANY OTHER WARRANTIES. THE IMPLIED WARRANTY OF MERCHANT ABILITY IS LIMITED. MULTI-AD SERVICES, INC., DISCLAIMS ANY IMPLIED WARRANTY INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR FITNESS FOR A PARTICULAR PURPOSE ON MERCHANT ABILITY. MULTI-AD SERVICES, INC., DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS MADE BY ANY PERSON OTHER THAN MULTI-AD SERVICES.

8. Other Warranty Rights.

Some states do not allow limitations on implied warranties so the above limitation may not apply to the licensee.

9. Disclaimer.

IN NO EVENT SHALL MULTI-AD SERVICES, INC., BE LIABLE TO A CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATING TO THE USE, OR ARISING OUT OF THE USE, OF MULTI-AD Creator2. IN ADDITION, MULTI-AD'S LIABILITY TO THE CUSTOMER FOR DIRECT DAMAGES RELATING TO OR ARISING OUT OF THE PROGRAM SHALL IN NO EVENT EXCEED THE PURCHASE FEE PAID BY THE CUSTOMER FOR THE USE OF THE PROGRAM.

10. Trademarks and Copyrights.

All applicable rights to patents, copyrights, trademarks, and trade secrets in the software are and shall remain with Multi-Ad Services, Inc.

11. General.

Each party acknowledges that it has read this agreement, understands it, agrees to be bound by its terms, and further agrees that—together with the accompanying documentation—this is the complete and exclusive statement of the agreement between parties, which supercedes and merges all prior proposals, understandings, and all other agreements—oral and written—between parties relating to this agreement. This agreement and performance hereunder shall be governed by the laws of the State of Illinois. No action, regardless of form, arising out of this agreement may be brought by the customer more than two years after the cause of action has arisen. Multi-Ad Services, Inc., shall have the right to collect from the customer its reasonable expenses incurred in enforcing this agreement—including reasonable attorney's fees and court costs. This agreement will be deemed executed, delivered and accepted in the City of Peoria, the County of Peoria and the State of Illinois.

Accordingly, if any litigation is filed to construe, interpret, or enforce this agreement, venue thereof will be proper in Peoria County, Illinois.