

Please read this license carefully before using the software or accessing the listings contained on the discs. By using the discs and the listings licensed to you, you agree to be bound by the terms of this license. If you do not agree to the terms of this License, promptly return all copies of the software, listings that may have been exported, the discs and the User Guide to the place where you obtained it.

1. License. The application, directory listings originally contained on the discs ("Listings"), User Guide and software ("Software") accompanying this License whether on disc, in read only memory, or on any other media ("the Product") are licensed to you by Pro CD, Inc. ("ProCD"). This License allows you ("You") to use the Product, Software and the Listings on computers on a local area network which are used by members of your company or organization. This product contains Listings and Software from ProCD. ProCD hereby grants to You and You accept, a perpetual, non-transferable, non-exclusive License to use the Product, including the Software and the Listings subject to the terms set forth herein. Title and ownership in the Product, Software and Listings shall at all times remain with ProCD. You may not sublicense, assign or transfer this License, the Software or the Listings, including portions of the Listings. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations hereunder will result in the termination of this License. You shall not distribute, rent, sublicense, or lease the Software or the Listings in whole or in part, in a timesharing environment. You shall not use, copy, modify, alter, adapt, or transfer in whole or in part, the Software including, but not limited to translating, decompiling, disassembling, or creating derivative works of the Software and any Listings provided by ProCD hereunder. A single backup copy of the Software may be made in support of the Software's use. All copies of the Software shall contain the following copyright notice: "Copyright © 1994 Pro CD, Inc."

2. Restrictions. The Product, including the Listings and portions of the Listings, constitutes licensed material, trade secrets and other proprietary material and in order to protect them you agree not to provide the Listings in whole or in part, to any third party for any reason. You agree not to rent, loan, lease, distribute or create derivative works based on the Listings in whole or in part. You specifically agree not to sell, lease loan or provide the Listings or portions of the Listings to others. Furthermore, You agree not to transfer the Listings in whole or in part to any computer other than the computer You used to access the Product.

3. Termination. This License is effective until terminated. You may terminate this License at any time by destroying the Product and all copies of the Listings. The License will terminate immediately without notice from ProCD if you fail to comply with any provision of this License. Upon termination you must destroy the Product, including all copies of the Listings, including

portions of the Listings in any form thereof, and provide ProCD with an affidavit of destruction confirming that this has been done.

4. Export Law Assurances. You agree that neither the Software, Listings, discs nor any derivative material obtained from the Product will be exported outside of the United States, except as authorized and permitted by the laws and regulations of the United States. If the Product has been obtained outside the United States, you agree that you will not re-export the Product including the Software and the Listings, including portions of the Listings, except as permitted by the laws and regulations of the United States and the laws and regulations of the jurisdiction in which you obtained the Product.

5. Limited Warranty on Media. ProCD warrants the compact discs on which the Software and Listings are recorded to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery. ProCD's entire liability and Your exclusive remedy will be the replacement of the compact disc not meeting ProCD's limited warranty and which is returned to ProCD or an authorized ProCD representative. ProCD will have no responsibility to replace a compact disc damaged by accident, abuse or misapplication. ProCD does not warrant that the Product will meet Your requirements or that it will operate in an error free manner. Except as provided above, ProCD makes no warranty or representation, either express or implied, with respect to the Product, including its quality, performance, merchantability or fitness for a particular purpose. The warranty set forth above is exclusive and in lieu of all others, oral, written, express, or implied. No ProCD dealer, distributor, agent or employee is authorized to make any modification or addition to this warranty. In no event will ProCD be liable for direct, indirect, special, incidental, punitive, exemplary, or consequential damages arising out of the use or inability to use the Product, whether based upon contract, negligence, strict liability or otherwise, even if advised of the possibility of such damages. Specifically, ProCD is not responsible for any costs, including but not limited to, those incurred as the result of lost profits or revenue, loss of use of your computer, loss of data, the cost of recovering such systems or data, the cost of any substitute programs or data, claims by third parties, or for other similar costs. In no case shall ProCD's liability exceed \$10.

6. Controlling Law and Severability. This License shall be governed by and construed in accordance with the laws of the United States of America and the Commonwealth of Massachusetts, as applied to agreements entered into and to be performed entirely within Massachusetts between Massachusetts residents. If for any reason a court of competent jurisdiction finds any provision of this License, or portion thereof, to be unenforceable, that provision of the License shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this License shall continue in full force and effect.

7. Use of the Product. You agree to use the Product, including the Listings, in accordance with local, state, and federal laws, which may limit Your use of the Product, including the Listings, for certain applications such as direct marketing and other uses.

8. Complete Agreement. This License constitutes the entire agreement between the parties with respect to the use of the Software, Listings and the User guide, and supersedes all prior or contemporaneous understanding or agreements, written or oral, regarding such subject matter. No amendment to or modification of this License will be binding unless in writing and signed by a duly authorized representative of ProCD.

© 1992- 1994 Pro CD, Inc. Pro CD, ProPhone, Select Phone, Direct Phone, Free Phone, Canada Phone, The National Telephone Directory on CD-ROM, The New Media Telephone Book, and the ProPhone logos are trademarks of Pro CD, Inc. Software copyright © 1994 Pro CD, Inc.. Listing Copyright © 1994 Pro CD, Inc..