

OTALLY HIP SOFTWARE INC. LICENSE AGREEMENT

1. Totally Hip Software Inc. ("Totally Hip") grants to you royalty-free a personal, non-transferable, non-exclusive, non-sublicensable right to use this version of the Sizzler (the "Software"), in binary executable form for evaluation and trial use purposes only.
2. Any and all content accessed through or used with the Software is the property of the applicable content owner and may be protected by applicable copyright law. This license gives you no rights to such content.
3. While Totally Hip intends to distribute a commercial version of the Software, Totally Hip reserves the right at any time not to release a commercial version of the Software or, if released, to alter prices, features, specifications, capabilities, functions, licensing terms, release dates or general availability of the commercial version.
4. Title and intellectual rights in and to the Software are owned by Totally Hip or its suppliers and are protected by United States copyright laws and international treaty provisions. You acknowledge that the Software in source code form is a confidential trade secret of Totally Hip or its suppliers and you agree not to modify the Software or attempt to decompile, disassemble or reverse engineer the Software.
5. Totally Hip may terminate this license at any time by delivering notice to you and you may terminate this license at any time by destroying or erasing your copy of the Software. Upon termination of this license, or in any event within thirty (30) days following the release of a commercial version of the Software by Totally Hip, you agree to destroy or erase the Software. In the event of termination, sections 2, 3, 4, 5, 6, 7 and 8 of this license will survive.
6. This license sets forth the entire agreement between you and Totally Hip. This license is personal to you and you agree not to assign your rights herein.
7. THE SOFTWARE IS PROVIDED "AS IS" WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES THAT THE USE OF THE SOFTWARE OR ANY

INFORMATION RELATED THERETO OR CONTAINED THEREIN WILL NOT INFRINGE ANY COPYRIGHT OR TRADEMARK OF ANY THIRD PERSON. THIS SOFTWARE IS PROVIDED FREE AND ACCORDINGLY THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE REMAINS WITH YOU.

IN NO EVENT SHALL TOTALLY HIP, ITS EMPLOYEES, OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) SUFFERED BY YOU OR ANY OTHER USER OF THE SOFTWARE ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE SOFTWARE, EVEN IF TOTALLY HIP HAS BEEN ADVISED OF SUCH DAMAGES. BECAUSE SOME STATES/COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

8. The Software is provided with Restricted Rights. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraphs (a) through (d) of the Commercial Computer Restricted Rights clause at CFR 52.227-19, or in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause of DFARS 252.227-7013, as applicable. Manufacturer is Totally Hip Software Inc., Suite 301-1224 Hamilton Street, Vancouver, B.C. Canada V6B 2S8.

9. If you acquired this Software in the United States, this agreement is governed by the laws of the State of Washington.

Totally Hip Software and the Totally Hip logo are trademarks of Totally Hip Software Inc. Copyright (c) 1996 Totally Hip Software Inc. All rights reserved.