

PROSOFT Engineering, Inc. End User Software License

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT "LICENSE" CAREFULLY BEFORE USING THE SOFTWARE. BY USING THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, PROMPTLY RETURN THE SOFTWARE TO THE PLACE WHERE YOU OBTAINED IT FOR A REFUND.

1. License. The software and any fonts accompanying this License whether on disk, in read only memory, or on any other media (the "Prosoft Software") are licensed, not sold, to you by Prosoft engineering, inc. ("Prosoft"). You own the media on which the Prosoft Software is recorded but Prosoft and/or Prosoft's licensor(s) retain title to the Prosoft Software. The Prosoft Software in this package and any copies which this License authorizes you to make are subject to this License.

2. Permitted Uses and Restrictions. This License allows you to install and use the Prosoft Software on any and all computers that the end user purchasing this software owns. You may make one copy of the Prosoft Software in machine-readable form for backup purposes only. The backup copy must include all copyright information contained on the original. Except as permitted by applicable law and this License, you may not decompile, reverse engineer, disassemble, modify, rent, lease, loan, distribute, sublicense, create derivative works from the Prosoft Software or transmit the Prosoft Software over a network. You may, however, transfer your rights under this License provided you transfer the related documentation, this License and a copy of the Prosoft Software to a party who agrees to accept the terms of this License and destroy any other copies of the Prosoft Software in your possession. Your rights under this License will terminate automatically without notice from Prosoft if you fail to comply with any term(s) of this License.

3. Limited Warranty on Media. Prosoft warrants the media on which the Prosoft Software is recorded to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of original retail purchase. Your exclusive remedy under this paragraph shall be, replacement of the Prosoft Software which is returned to Prosoft or a Prosoft authorized representative with a copy of the receipt. THIS LIMITED WARRANTY AND ANY IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF ORIGINAL RETAIL PURCHASE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU. THE LIMITED WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHERS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. PROSOFT SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY BY JURISDICTION.

4. Disclaimer of Warranty on Prosoft Software. You expressly acknowledge and agree that use of the Prosoft Software is at your sole risk. The Prosoft Software is provided "AS IS" and without warranty of any kind and Prosoft and Prosoft's licensor(s) (for the purposes of provisions 4 and 5, Prosoft and Prosoft's licensor(s) shall be collectively referred to as "Prosoft") EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PROSOFT DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PROSOFT SOFTWARE WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE PROSOFT SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROSOFT SOFTWARE WILL BE CORRECTED. FURTHERMORE, PROSOFT DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE PROSOFT SOFTWARE OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PROSOFT OR AN PROSOFT AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. SHOULD THE PROSOFT SOFTWARE PROVE DEFECTIVE, YOU (AND NOT PROSOFT OR AN PROSOFT AUTHORIZED REPRESENTATIVE) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

5. Limitation of Liability. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL PROSOFT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS LICENSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall Prosoft's total liability to you for all damages exceed the amount paid for this License to the Prosoft Software.

6. Export Law Assurances. You may not use or otherwise export or reexport the Prosoft Software except as authorized by United States law and the laws of the jurisdiction in which the Prosoft Software was obtained. In particular, but without limitation, none of the Prosoft Software may be used or otherwise exported or reexported (i) into (or to a national or resident of) a United States embargoed country or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders. By using the Prosoft Software, you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list.

7. Government End Users. If the Prosoft Software is supplied to the United States Government, the Prosoft Software is classified as "restricted computer software" as defined in clause 52.227-19 of the FAR. The United States Government's rights to the

Prosoft Software are as provided in clause 52.227-19 of the FAR.

8. Controlling Law and Severability. This License shall be governed by the laws of the United States and the State of California. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this License shall continue in full force and effect.

9. Complete Agreement. This License constitutes the entire agreement between the parties with respect to the use of the Prosoft Software and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Prosoft.