

NEXUS CONCEPTS

Flash Cam - Screen captured movie creation software with captions, streaming sound and output to Flash Format.

END USER LICENSE AGREEMENT FOR FLASH CAM

IMPORTANT -- READ CAREFULLY BEFORE USING THIS SOFTWARE: This License Agreement for Flash Cam ("License Agreement") is a legal agreement between you (either an individual or an entity) and Nexus Concepts ("NC") for Flash Cam software ("Software"). You may install only ONE copy of the Software. By installing, copying or otherwise using the Software, you agree to be bound by the terms of this License Agreement. If you do not agree to the terms of this License Agreement, do not install the Software.

YOU AGREE THAT YOUR USE OF THE SOFTWARE ACKNOWLEDGES THAT YOU HAVE READ THIS LICENSE, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

1. GRANT OF LICENSE. NC hereby grants to you a non-exclusive license to use the Software and any related documentation ("Documentation") subject to the following terms:

a) You may: (i) use the Software on any single computer; (ii) copy the Software for back-up and archival purposes, provided any copy must contain all of the original Software's proprietary notices and be in an uninstalled form; (iii) distribute movies created with Flash Cam royalty free with the registered Software.

2. LICENSE RESTRICTIONS.

a) You may not: (i) permit other individuals to use the Software except under the terms listed above; (ii) modify, translate, reverse engineer, decompile, disassemble (except to the extent that this restriction is expressly prohibited by law) or create derivative works based upon the Software or Documentation; (iii) copy the Software or Documentation (except for back-up or archival purposes); (iv) rent, lease, transfer, or otherwise transfer rights to the Software or Documentation; (v) remove any proprietary notices or labels on the Software or Documentation; Any such forbidden use shall immediately terminate your license to the Software.

b) You agree that you shall only use the Software and Documentation in a manner that complies with all applicable laws in the jurisdiction in which you use the Software and Documentation, including, but not limited to, applicable restrictions concerning copyright and other intellectual property rights.

3. ENHANCEMENTS. This license does not grant you any right to any enhancement or update. NC reserves the right to provide updates to persons or entities who register the Software as frequently or infrequently as desired.

4. TITLE. Title, ownership, rights, and intellectual property rights in and to the Software and Documentation shall remain in NC and/or its suppliers. The Software is protected by the copyright laws of the United States and international copyright treaties.

5. WARRANTIES AND LIABILITIES.

(a) For Flash Cam, the following terms apply:

DISCLAIMER OF WARRANTY. The Software and documentation are provided as is without warranty of any kind. To the maximum extent permitted by applicable law, NC further disclaims all warranties, including without limitation any implied warranties of merchantability, fitness for a particular purpose, and non-infringement. The entire risk arising out of the use or performance of the Software and documentation remains with you. To the maximum extent permitted by applicable law, in no event shall NC or its suppliers be liable for any consequential, incidental, direct, indirect, special, punitive, or other damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of this agreement or the use of or inability to use the Product, even if NC has been advised of the possibility of such damages.

(b) For the full licensed version of Flash Cam, the following terms apply:

LIMITED WARRANTY. NC warrants that for a period of thirty (30) days from the date of acquisition the Software, if operated as directed, will substantially achieve the functionality described in the Documentation. NC does not warrant however that your use of the Software will be uninterrupted or that the operation of the Software will be error-free or secure.

(i) No Other Warranties. If any modifications are made to the Software by you during the warranty period; or if you violate the terms of this License Agreement, this warranty shall immediately terminate. This warranty shall not apply if the Software is used on or in conjunction with hardware or Software other than the unmodified version of hardware and Software with which the Software was designed to be used as described in the Documentation.

(ii) Customer Remedies. NC's sole liability for a breach of this warranty shall be in NC's sole discretion: (i) to replace your defective media; or (ii) to advise you how to achieve substantially the same functionality with the Software as described in the Documentation through a procedure different from that set forth in the Documentation; or (iii) if the above remedies are impracticable, to refund the license fee, if any, you paid for the Software. Repaired, corrected or replaced Software and Documentation shall be covered by this limited warranty for the period remaining under the warranty that covered the original Software or if longer for thirty (30) days after the date NC either shipped to you the repaired or replaced Software or advised you as to how to operate the Software so as to achieve the functionality described in the Documentation, whichever is applicable. Only if you inform NC of the problem with the Software during the applicable warranty period and provide evidence of the date you acquired the Software will NC be obligated to honor this warranty.

LIMITATION OF LIABILITY. Under no circumstances and under no legal theory whether in tort contract or otherwise shall NC or its suppliers or resellers be liable to you or any other person for any indirect, special, incidental or consequential damages of any

character including without limitation damages for loss of goodwill, work stoppage, computer failure or malfunction or any and all other commercial damages or losses even if NC shall have been informed of the possibility of such damages or for any claim by any other party. Further, in no event shall NC's liability under any provision of this agreement exceed the license fee paid to NC for the software and documentation.

6. **TERMINATION.** This Agreement will automatically terminate if you fail to comply with any term hereof. No notice shall be required from NC to effect such termination. You may also terminate this License Agreement at any time by notifying NC in writing of termination. Upon any termination of this License Agreement, you shall immediately discontinue use of the Software and shall within three (3) days return to NC, or certify destruction of, all full or partial copies of the Software, documentation and related materials provided by NC. Your obligation to pay accrued charges and fees shall survive any termination of this Agreement.

7. **USAGE.** Registration of the Software allows you to install the software on one computer. If this computer requires reinstallation or if the computer is replaced a new registration code may be given by contacting NC by email. Distribution of new registration codes is made at the discretion of NC.

8. **ROYALTIES.** Movies created with the Software can be distributed royalty free with the full registered Software. Movies created with the 30 day trial may only be distributed for demonstration purposes leading to Registration of the Software. No payment is required to be made to NC for distributing Flash Cam movies.

9. **CORPORATE LICENCING.** Corporations or businesses whose receive revenue through use or distribution of Flash Cam by way of users paying for the privilege of viewing Flash Cam movies must register the Corporate Edition of Flash Cam rather than the Standard edition of Flash Cam. Details for the Corporate Edition are available from the web site.

Copyright (c) 1995-2001 Nexus Concepts and/or its suppliers. All rights reserved.