

END-USER LICENSE AGREEMENT

This Vogue Mechanics End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Vogue Mechanics Software for the Vogue Mechanics Software product(s) identified above which may include associated software components, media, printed materials, and "online" or electronic documentation ("SOFTWARE PRODUCT"). By installing, copying, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install or use the SOFTWARE PRODUCT.

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

1. Grant of License

The SOFTWARE PRODUCT is licensed as follows:

** Vogue Mechanics grants you the right to install and use a copy of the SOFTWARE PRODUCT on one or more computers if used non-commercially by a SINGLE PERSON, or on a SINGLE WORKSTATION used non-simultaneously by multiple people, but NOT BOTH.

** You may make copies of the SOFTWARE PRODUCT as may be necessary for backup and archival purposes.

2. Evaluation And Registration

This is not free software. If you obtained the evaluation copy of this SOFTWARE PRODUCT, subject to the terms of this EULA, you are hereby licensed to use this limited edition software for evaluation purposes. To unlock unlimited use of this SOFTWARE PRODUCT, a product license key is required. To obtain a license for this SOFTWARE PRODUCT, log on to our web site and select 'Licensing', then this SOFTWARE PRODUCT. You will be prompted to enter your Trial Version Serial Number and Registered User name found on the Licensing form included with this SOFTWARE PRODUCT. Once you have obtained your license key, enter it where required on the licensing form. To use or attempt to use a license key that has not been purchased for installation on this computer is in violation of U.S. and international copyright laws.

3. Limitations

** You must not remove or alter any copyright notices on all copies of the SOFTWARE PRODUCT.

** You may not distribute or sub-license copies of the SOFTWARE PRODUCT to third parties.

** You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT.

** You may not rent, lease, or lend the SOFTWARE PRODUCT.

** You must comply with all applicable laws regarding use of the SOFTWARE PRODUCT.

4. Termination

Without prejudice to any other rights, Vogue Mechanics may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the SOFTWARE PRODUCT.

5. Copyright

All title, including but not limited to copyrights, in and to the SOFTWARE PRODUCT and any copies thereof are owned by Vogue Mechanics. All title and intellectual property rights in and to the content which may be accessed through use of the SOFTWARE PRODUCT is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. All rights not expressly granted are reserved by Vogue Mechanics.

6. U.S. Government Restricted Rights

The SOFTWARE PRODUCT is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software Restricted Rights at 48 CFR 52.227-19, as applicable.

7. Export Restrictions

You agree that you will not export or re-export the SOFTWARE PRODUCT to any country, person, entity or end user subject to U.S.A. export restrictions. Restricted countries currently include, but are not necessarily limited to Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria. You warrant and represent that neither the U.S.A. Bureau of Export Administration nor any other federal agency has suspended, revoked or denied your export privileges.

8. No Warranties

VOGUE MECHANICS EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE SOFTWARE PRODUCT. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE SOFTWARE PRODUCT AND ANY RELATED DOCUMENTATION "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE PRODUCT IS WITH YOU. SHOULD THE SOFTWARE PRODUCT PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

9. Limitation Of Liability

Good data processing procedure dictates that any software be thoroughly tested with non-critical data before relying on it. To the maximum extent permitted by applicable law, in no event shall Vogue Mechanics or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business

interruption, loss of business information, data being rendered inaccurate, failure to work with other software, or any other pecuniary loss) arising out of the use of or inability to use the SOFTWARE PRODUCT or the provision of or failure to provide Support Services, even if Vogue Mechanics has been advised of the possibility of such damages.

10. Miscellaneous

Should you have any questions concerning this EULA, or if you desire to contact Vogue Mechanics Software for any reason, please e-mail: support@voguemechanics.com. For current information concerning this SOFTWARE PRODUCT or to obtain a license key, visit <http://www.voguemechanics.com>.