

LANSTER 0.99.5 END USER LICENSE AGREEMENT

January 8, 2004

I. TERMINOLOGY

HENCEFORTH, THE FOLLOWING TERMS SHALL APPLY TO THE REST OF THIS DOCUMENT BEGINNING AT THEIR FIRST MENTION:

- A. "EULA" SHALL REFER TO THIS ENTIRE "END USER LICENSE AGREEMENT".
- B. "SOFTWARE" SHALL REFER TO ALL BINARY DATA, TEXTUAL DATA, IMAGES, EXECUTABLE CODE, EXAMPLE CODE, AND DOCUMENTATION, OR ANY PORTION OR COMBINATION THEREOF, ASSOCIATED WITH THE PRODUCT NAMED IN THE TITLE OF THIS EULA.
- C. "EXECUTABLE COMPONENTS" SHALL REFER TO PORTIONS OF SOFTWARE THAT CONTAIN BINARY CODED COMPUTER INSTRUCTIONS.
- D. "USE", "USES", "USING", AND "USAGE" SHALL REFER TO THE PURCHASING, INSTALLATION, STORAGE OF, COPYING OF, DEVELOPMENT OF NEW SOFTWARE WITH, AND/OR GENERAL USAGE OF SOFTWARE, DIRECTLY OR INDIRECTLY, IN PART OR IN WHOLE.
- E. "USER" SHALL REFER TO THE PERSON, PERSONS, AND/OR ENTITY THAT USES THIS SOFTWARE, INCLUDING, BUT NOT LIMITED TO, THE ENTIRE ORGANIZATION AND ALL SUBSIDIARIES AND ASSOCIATES, INVOLVED IN THE USAGE OF SAID SOFTWARE.
- F. "WARP ENGINE SOFTWARE" SHALL REFER TO WARP ENGINE SOFTWARE OF TEXAS, INCLUDING THE COMPANY ITSELF, ALL SHAREHOLDERS, BOARD MEMBERS, MANAGERS, EMPLOYEES, AND ASSOCIATES.
- G. "LICENSE" SHALL REFER TO THE USE OF THE SOFTWARE BY THE USER AS DEEMED ACCEPTABLE EXCLUSIVELY BY WARP ENGINE SOFTWARE, AND SHALL ALSO REFER TO THE REGISTRATION KEY PROVIDED TO THE USER BY WARP ENGINE SOFTWARE, WHERE APPLICABLE.
- H. "FREWARE" REFERS TO THE VERSION OF THE SOFTWARE AND/OR EXECUTABLE COMPONENTS THAT DO NOT REQUIRE A REGISTRATION KEY.
- I. THE TERMS "FREWARE", "UNLICENSED", AND "UNREGISTERED" ARE USED INTERCHANGEABLY.
- J. THE TERMS "LICENSED" AND "REGISTERED" ARE USED INTERCHANGEABLY.

II. AGREEMENT

- A. USER AGREES BY USING SOFTWARE TO BE BOUND BY THIS EULA, AND ALL OF ITS PROVISIONS AND RESTRICTIONS WITHOUT EXCEPTION.
- B. BOTH USER AND WARP ENGINE SOFTWARE UNDERSTAND AND AGREE THAT WARP ENGINE SOFTWARE RESERVES THE RIGHT TO TERMINATE/REVOKE THE USER'S LICENSE FOR ANY REASON AT ANY TIME WITHOUT WARNING.
- C. USER UNDERSTANDS AND AGREES THAT THE SOFTWARE IS COPYRIGHTED MATERIAL, AND IS PROTECTED BY INTERNATIONAL LAWS AND TREATIES AND THE COPYRIGHT LAWS OF THE UNITED STATES OF AMERICA. USER AGREES TO NOT BE IN VIOLATION OF ANY INTERNATIONAL LAWS AND TREATIES, INCLUDING BUT NOT LIMITED TO THE COPYRIGHT LAWS OF THE UNITED STATES OF AMERICA.
- D. USER UNDERSTANDS THAT WARP ENGINE SOFTWARE MAKES NO GUARANTEES TO THE USEFULNESS OR FITNESS OF THE SOFTWARE FOR ANY PARTICULAR PURPOSE.
- E. BY USING THE SOFTWARE, USER AGREES TO, AND AGREES TO BE BOUND BY ALL OF THE STATEMENTS CONTAINED IN THIS EULA.

- F. THIS EULA IS THE COMPLETE STATEMENT OF AGREEMENT BETWEEN THE PARTIES ON THE SUBJECT MATTER, AND MERGES AND SUPERSEDES ALL OTHER OR PRIOR UNDERSTANDINGS, PURCHASE ORDERS, AGREEMENTS AND ARRANGEMENTS.

III. PROVISIONS

- A. USER SHALL BE ENTITLED TO THE PROVISIONS CONTAINED HEREIN ONLY IF USER AGREES WITH THE AGREEMENT IN SECTION II OF THIS EULA. IF USER DOES NOT AGREE WITH THE AGREEMENT IN SECTION II OF THIS EULA, THEN USER IS NOT ENTITLED TO ANY PROVISIONS CONTAINED HEREIN, AND USER AGREES NOT TO USE SOFTWARE, OR KEEP OR MAINTAIN ANY COPY OF THE SOFTWARE.
- B. EACH LICENSED COPY OF THE SOFTWARE MAY BE EITHER USED BY A SINGLE USER WHO USES THE SOFTWARE PERSONALLY ON ONE OR MORE COMPUTERS, OR INSTALLED ON A SINGLE WORKSTATION USED NONSIMULTANEOUSLY BY MULTIPLE USERS, BUT NOT BOTH. THIS IS NOT A CONCURRENT USE LICENSE.
- C. EACH LICENSED COPY OF THE SOFTWARE MAY BE ACCESSED THROUGH A NETWORK, PROVIDED THAT THE USER HAS PURCHASED RIGHTS TO A LICENSED COPY FOR EACH WORKSTATION THAT WILL ACCESS THE SOFTWARE THROUGH THE NETWORK. FOR INSTANCE, IF 8 DIFFERENT WORKSTATIONS WILL ACCESS THE SOFTWARE ON THE NETWORK, THE USER MUST PURCHASE 8 LICENSED COPIES OF THE SOFTWARE, REGARDLESS OF WHETHER THE 8 WORKSTATIONS WILL ACCESS THE SOFTWARE AT DIFFERENT TIMES OR CONCURRENTLY.
- D. USER MAY MAKE 1 (ONE) COPY OF SOFTWARE FOR THE PURPOSES OF BACKUP ONLY.
- E. USER MAY REDISTRIBUTE THE SOFTWARE PROVIDED THAT THE FOLLOWING CONDITIONS ARE MET:
1. ALL REDISTRIBUTIONS OF THE SOFTWARE MUST BE THE FREWARE VERSION OF THE SOFTWARE.
 2. ALL REDISTRIBUTIONS OF THE SOFTWARE MUST RETAIN ALL COPYRIGHT NOTICES THAT ARE CURRENTLY IN PLACE, AND THIS LIST OF CONDITIONS WITHOUT MODIFICATION.
 3. ALL REDISTRIBUTIONS OF THE SOFTWARE MUST RETAIN THE EULA.
 4. ALL REDISTRIBUTIONS OF THE SOFTWARE MUST RETAIN ALL OCCURRENCES OF THE COPYRIGHT NOTICE DESCRIBED IN SECTION III.E.2 AND WEBSITE ADDRESSES THAT ARE CURRENTLY IN PLACE (FOR EXAMPLE, IN THE ABOUT BOXES).
 5. THE ORIGIN OF THE SOFTWARE MUST NOT BE MISREPRESENTED; USER MUST NOT CLAIM OWNERSHIP OF THE SOFTWARE AND USER MUST NOT CLAIM AUTHORIZING OR DEVELOPING THE ORIGINAL SOFTWARE. IF USER USES THE SOFTWARE IN CO-OPERATION WITH OTHER PRODUCTS, AN ACKNOWLEDGEMENT IN THE PRODUCT DOCUMENTATION IS REQUIRED.
 6. MODIFIED VERSIONS OF THE SOFTWARE ARE NOT PERMITTED UNLESS AUTHORIZED IN WRITING BY WARP ENGINE SOFTWARE.
 7. REDISTRIBUTION OF THE SOFTWARE IN DIGITAL FORMAT (FOR EXAMPLE, ON A COMPILATION CD-ROM OR AS A DOWNLOAD FROM THE INTERNET) IS PERMISSIBLE IF THERE ARE NO CHARGES (EXCEPT FOR STANDARD AND ACCEPTABLE POSTAGE AND HANDLING EXPENSES AND/OR STANDARD AND ACCEPTABLE SOFTWARE MEDIA EXPENSES) ASSOCIATED WITH THE REDISTRIBUTION. EXCEPTIONS CAN BE MADE ON A CASE BY CASE BASIS IF ARRANGEMENTS ARE MADE DIRECTLY WITH WARP ENGINE SOFTWARE. ANY INQUIRIES CONCERNING THESE MATTERS CAN BE ROUTED THROUGH THE OFFICIAL WARP ENGINE SOFTWARE INTERNET WEBSITE AT WWW.WARPENGINE.COM.

- F. USER MAY REDISTRIBUTE SOFTWARE AS PREVIOUSLY MENTIONED IN SECTION III.E WITHOUT ANY ROYALTY DUE TO WARP ENGINE SOFTWARE. HOWEVER, THE USER MAY OWE ROYALTIES TO OTHER THIRD PARTIES FOR USE OF PATENTED OR COPYRIGHTED TECHNOLOGY OR INFORMATION AS DESCRIBED IN THE SOFTWARE'S DOCUMENTATION.
- G. USER MAY PURCHASE MULTIPLE LICENSES.
- H. WARP ENGINE SOFTWARE, MAY, AT ITS OWN DISCRETION, GRANT A LICENSE, OR AN ADDITIONAL LICENSE. SUCH A LICENSE HAS BEEN GRANTED ONLY WHEN USER GETS DIRECT NOTIFICATION OF SUCH A LICENSE FROM WARP ENGINE SOFTWARE.

IV. RESTRICTIONS

- A. USER MAY NOT, UNDER ANY CIRCUMSTANCES, MAKE COPIES OF SOFTWARE THAT ARE NOT SUBJECT TO THE PROVISIONS OF THIS EULA.
- B. USER MAY NOT, UNDER ANY CIRCUMSTANCES, USE SOFTWARE TO CONDUCT ILLEGAL ACTIVITIES.
- C. USER MAY NOT, UNDER ANY CIRCUMSTANCES, RENT, LEASE, MODIFY, TRANSLATE, REVERSE ENGINEER, DECOMPILE, DISASSEMBLE, CREATE DERIVATIVE WORKS BASED ON, OR OTHERWISE USE THE SOFTWARE IN A WAY THAT WAS NOT ORIGINALLY INTENDED BY WARP ENGINE SOFTWARE, NOR PERMIT ANYONE ELSE TO DO SO.
- D. USER MAY NOT MAKE ACCESS TO THE SOFTWARE AVAILABLE TO OTHERS IN CONNECTION WITH A SERVICE BUREAU, APPLICATION SERVICE PROVIDER, OR SIMILAR BUSINESS, NOR PERMIT ANYONE ELSE TO DO SO.
- E. USER MAY NOT, UNDER ANY CIRCUMSTANCES, REDISTRIBUTE THE SOFTWARE, UNLESS THE SOFTWARE IS IN ORIGINAL UNMODIFIED FORM AS DOWNLOADED FROM THE WARP ENGINE SOFTWARE WEBSITE, EXCEPT AS PROVIDED IN SECTION III OF THIS EULA. "UNMODIFIED FORM" IS CONSIDERED TO BE THE EXACT SEQUENCE OF BINARY DATA OF THE SINGLE FILE THAT WAS DOWNLOADED FROM THE WARP ENGINE SOFTWARE WEBSITE. "UNMODIFIED FORM" IS NOT CONSIDERED TO BE ANY PORTION OF THE SOFTWARE, OR THE SOFTWARE AS IT APPEARS ON ANY OTHER MEDIA, OTHER THAN THE WARP ENGINE SOFTWARE WEBSITE.
- F. USER MAY NOT, UNDER ANY CIRCUMSTANCES, FOR ANY PURPOSE WHATSOEVER, REDISTRIBUTE THE LICENSE OR LICENSE KEYS ASSOCIATED WITH THE SOFTWARE.
- G. LICENSE IS NON-TRANSFERABLE UNLESS GIVEN EXPRESS WRITTEN PERMISSION BY WARP ENGINE SOFTWARE.
- H. ANY VIOLATION OF THE RESTRICTIONS IN THIS EULA SHALL RESULT IN IMMEDIATE TERMINATION OF THE LICENSE GRANTED TO USER BY WARP ENGINE SOFTWARE.

V. LIABILITY

- A. USER UNDERSTANDS THAT THE SOFTWARE IS PROVIDED "AS IS", AND MAY CONTAIN IMPERFECTIONS AND/OR ERRORS THAT MIGHT CAUSE PROBLEMS WITH AND/OR DAMAGE TO SOME SYSTEMS AND/OR DATA.
- B. USER AGREES THAT WARP ENGINE SOFTWARE SHALL NOT BE HELD LIABLE OR RESPONSIBLE TO USER, AFFILIATES, ASSOCIATES, AND/OR CUSTOMERS/CLIENTELE OF THE USER, FOR ANY DAMAGES, CONSEQUENTIAL OR OTHERWISE, RESULTING FROM THE USE AND/OR MISUSE OF THE SOFTWARE, DIRECTLY OR OTHERWISE.
- C. USER AGREES TO ACCEPT ALL LIABILITY FOR ANY DAMAGES, CONSEQUENTIAL OR OTHERWISE, RESULTING FROM THE USE AND/OR MISUSE OF SOFTWARE, DIRECTLY OR OTHERWISE.

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