

**The following constitutes legal agreements between you (either an individual or an entity), the end user, and FlashPoint Development. If you do not agree to the terms of this Agreement, promptly destroy or return to FlashPoint Development all copies of the software, any disks or media, and any accompanying items (including written materials or binders, other containers or media).**

**FLASHPOINT DEVELOPMENT LICENSE AGREEMENT  
(Limited Evaluation)**

**1. GRANT OF LICENSE.** FlashPoint Development grants you the non-transferable right to make a copy of the accompanying program (the "software"), together with the accompanying written materials and supporting documentation ("documentation"), herein referred to as the "software application product," solely for use at one location, for evaluation purposes only; the period of evaluation shall not exceed thirty (30) days from the date of its original installation and use. The software and documentation shall not be copied or used for any other purpose. Furthermore, you agree to destroy or erase all copies of the software and documentation upon the expiration of the thirty (30) day evaluation period or upon request of FlashPoint Development, whichever occurs first. You may not reverse engineer, decompile or disassemble the software. Should you wish to continue using the software and documentation, you must purchase a full license direct from FlashPoint Development and/or Richard Patterson, and agree to be subject to the terms and conditions of such license agreement and any amendments thereto.

**2. USE AND TRANSFER.** You may not rent, lease, sell, sublicense, assign or otherwise transfer this software or documentation. Notwithstanding the foregoing, you may distribute complete copies of the original software and documentation to third-parties, for the sole purpose of evaluation by them, provided such parties shall agree to be bound by the terms of this Agreement. You may not charge more than a minimal fee, not to exceed \$10.00, to cover the costs of media, distribution and handling of evaluation copies of the software and documentation, nor may you distribute same without clearly informing such third-parties that the software and documentation are provided for the limited purpose of evaluation in accordance with the terms of this Agreement. Under no circumstances will you use or distribute a portion of the software nor will you use all or part of same in the distribution of other software, without providing a full and complete copy of the original software and documentation package. In the event you elect to use or distribute the software application product, pursuant to or in violation of the terms of this Agreement, you agree to compensate, indemnify, hold harmless and defend FlashPoint Development for, from and against any claims or lawsuits, including attorneys' fees, that arise or result from the use and distribution of the software application product.

**3. COPYRIGHT.** The software and documentation are owned by FlashPoint Development or its copyright holders or suppliers, and is protected by United States copyright laws and international treaty provisions. Therefore, you must treat the software and documentation like any other copyrighted material, e.g., a book or musical recording, except that you may copy the software and documentation as provided in this Agreement.

**DISCLAIMER OF WARRANTY**

THIS SOFTWARE AND DOCUMENTATION ARE PROVIDED "**AS IS**" WITHOUT WARRANTY OF ANY KIND. FLASHPOINT DEVELOPMENT FURTHER DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR AGAINST

INFRINGEMENT. THE ENTIRE RISK ARISING OUT OF USE, DISTRIBUTION OR PERFORMANCE OF THE SOFTWARE AND DOCUMENTATION REMAINS WITH YOU.

IN NO EVENT SHALL FLASHPOINT DEVELOPMENT 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) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR DOCUMENTATION, EVEN IF FLASHPOINT DEVELOPMENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

#### **U.S. GOVERNMENT RESTRICTED AND LIMITED RIGHTS**

The software and documentation are provided with RESTRICTED AND LIMITED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions and limitations as set forth in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 of subparagraphs (c)(i) and (2) of Commercial Computer Software -- Restricted Rights at 48 CFR 52.227-19, as applicable, and under other applicable law. Manufacturer is FlashPoint Development, P. O. Box 270492, Houston, Texas 77277.

This Agreement is governed by the laws of the State of Texas.

Should you have any questions concerning this Agreement, or if you desire to contact FlashPoint Development for any reason, please write to FlashPoint Development, P. O. Box 270492, Houston, Texas 77277.

FlashPoint ZIP/ZIPX for Windows  
FPZIP/FPZIPX, Preliminary Release 3.01.0#, January 1, 1992