KepMad Systems. Software License Agreement

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE RUNNING THE APPLICATION. BY STARTING THE APPLICATION YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, PLEASE DO NOT START THE APPLICATION.

- **1. License.** The software, documentation and any artwork accompanied by this License whether on disk, in read only memory, on any other media or in any other form (the "Software") are licensed to you by KepMad Systems ("KMS"). The licenses granted herein are limited to KMS's intellectual property rights in the Software and do not include any other patents or intellectual property rights. (If Applicable) You own the media on which the Software is recorded but KMS retains title to the Software. The Software in this package and any copies which this License authorizes you to make are subject to this License.
- **2. Permitted Uses and Restrictions (Single User License).** This License allows you to install and use the Software on a single computer at a time. This License does not allow the Software to exist on more than one computer at a time. You may make one copy of the Software in machine-readable form for backup purposes only. Except as expressly permitted in this License, you may not decompile, reverse engineer, disassemble, modify, rent, lease, loan, sublicense, distribute or create derivative works based upon the Software in whole or part or transmit the 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 Software to a party who agrees to accept the terms of this License and destroy any other copies of the Software in your possession. Your rights under this License will terminate automatically without notice from KMS if you fail to comply with any term(s) of this License.
- 2. Permitted Uses and Restrictions (Household License). This License allows you to install and use the Software on up to 3 computers in a household at a time. You may make one copy of the Software in machine-readable form for backup purposes only. The backup copy must include all copyright information contained on the original. Except as expressly permitted in this License, you may not decompile, reverse engineer, disassemble, modify, rent, lease, loan, sublicense, distribute or create derivative works based upon the Software in whole or part or transmit the 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 Software to a party who agrees to accept the terms of this

License and destroy any other copies of the Software in your possession. Your rights under this License will terminate automatically without notice from FTI if you fail to comply with any term(s) of this License.

- **3. Disclaimer of Warranty on Software**. You expressly acknowledge and agree that use of the Software is at your sole risk. The Software is provided "AS IS" and without warranty of any kind. KMS EXPRESSLY DISCLAIM ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY OR SATISFACTORY OUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. KMS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. FURTHERMORE, KMS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY KMS OR AFFILIATES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU (AND NOT KMS) 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. THE TERMS OF THIS DISCLAIMER DO NOT AFFECT OR PREJUDICE THE STATUTORY RIGHTS OF A CONSUMER ACQUIRING KMS'S PRODUCTS OTHERWISE THAN IN THE COURSE OF A BUSINESS, NEITHER DO THEY LIMIT OR EXCLUDE ANY LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY KMS'S NEGLIGENCE.
- **4. Limitation of Liability.** UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL KMS 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 KMS's total liability to you for all damages exceed the amount of one dollar (\$1.00).
- **5. Complete Agreement.** This License constitutes the entire agreement between the parties with respect to the use of the Software licensed hereunder 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 KMS. The parties hereto confirm that they have requested that this Agreement and all related documents be drafted in English.

KepMad Systems.