

binuscan
LICENSE AGREEMENT

Before proceeding with the software installation, you must read and agree to be bound by the terms and conditions set forth herein.

By installing this software you agree to be bound by the terms and conditions set forth herein. If you do not agree to be bound by the terms and conditions, you must promptly return this package to your place of purchase without installing it.

1.
LICENSE.

binuscan hereby grants you the nonexclusive right to:

(a)
use the software contained in this package in the country of purchase during the term of this agreement on any single central processing unit.

(b)
use the documentation contained in this package in the country of purchase during the term of this agreement in support of your use of the software.

(c)
read the software into and out of memory on any single central processing unit and make one copy of such software for backup purposes, provided that such copy contains all of the restrictive and proprietary legends of binuscan that appear on the software contained in this package.

2.
RESTRICTIONS.

You agree that you may not:

(a)
use the software simultaneously on more than one central processing unit.

(b)
copy the software or documentation, except and to the extent provided in paragraph 1(c).

(c)
sublicense, distribute, disclose or transfer the software or the documentation, in whole or in part, to any third party.

(d)
use the software or documentation outside the country of purchase.

(e)
use the software, documentation or any portion thereof after any expiration, termination or cancellation of this agreement or any license granted hereunder.

3.

LIMITED WARRANTY.

Limitation of remedies and liability.

(a)

the media which contains the software is warranted, for a period of 30 days after your receipt of the software, to be free from defects in material and workmanship. your sole and exclusive remedy, and binuscan's sole liability, is to replace the defective media or, if you request, to refund to you the purchase price for the software and documentation, provided that you notify binuscan in writing of such defect and return to binuscan the defective media containing the software and the documentation, during the above 30-day warranty period, at the following address: binuscan - International Sales Division - 4-6 Avenue Prince Héréditaire Albert - MC-98000 MONACO (in North and South America: binuscan, Inc. - 505, 5th Avenue - New York, NY. 10017).

(b)

except and to the extent expressly provided in paragraph 3(a), the software and documentation are provided on an "as is" basis, without any warranties of any kind, including, but not limited to, any implied warranties of merchantability or fitness for any particular purpose. you assume the entire liability for the selection and use of the software and documentation, and binuscan shall have no liability for any errors, malfunctions, defects, or loss of data resulting from or related to the use of software and/or documentation.

(c)

binuscan shall not be liable to you for any indirect, special or consequential damages or lost profits arising out of or related to this agreement or your use of the software and/or documentation, even if binuscan has been advised of the possibility of such damages. in no event shall binuscan's liability hereunder, if any, exceed the purchase price paid by you for the software and documentation.

(d)

some countries may not recognize the foregoing limited warranty, limitation of remedies and/or limitation of liability and, if you qualify, you may have different and/or additional rights and remedies. you should consult the applicable law in your country in this regard.

4.

TERM.

The term of this agreement and the license granted to you pursuant to paragraph 1 shall

commence upon your opening of this package and shall terminate upon your discontinuing the use of the software.

5.

TERMINATION AND CANCELLATION.

This agreement and the license granted herein may be terminated or canceled by binuscan in the event you are in breach of any provision of this agreement. You may terminate or cancel any license granted hereunder by providing binuscan written notice thereof and returning the software and documentation to binuscan.

6.

GENERAL.

(a)

this agreement is the complete agreement and understanding of the parties with respect to the software and documentation, and supersedes all prior oral, written or other representations and agreements. this agreement may only be amended in writing by an authorized officer of binuscan, and binuscan expressly rejects any modifications to this agreement and all additional terms and conditions.

(b)

title in and to the software and documentation remain exclusively in binuscan, subject to the express, limited, and nonexclusive license granted to you pursuant to paragraph 1.

(c)

the software and documentation may not be exported outside of the country of purchase without the prior written permission of binuscan and, if such permission is granted by binuscan, the exportation of the software and documentation shall be subject to the export administration regulations of the department of commerce in the country of purchase.

(d)

this agreement shall be governed by the laws the Principality of Monaco.

BY YOUR INSTALLING OF THIS SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE FOREGOING AND THAT YOU AGREE TO BE BOUND THEREBY.