

WebSTAR W*API License Agreement

IMPORTANT—READ CAREFULLY: This WebSTAR Developer License Agreement (“DLA”) is a legal agreement between you (either an individual or a single entity) and StarNine Technologies, Inc. (“StarNine”) for the StarNine software product identified above, and includes computer software and associated media and printed materials, and may include “online” or electronic documentation (“SOFTWARE PRODUCT” or “SOFTWARE”). By installing, copying or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this DLA. If you do not agree to the terms of this DLA, promptly return the unused SOFTWARE PRODUCT to the place from which you obtained it for a full refund.

SOFTWARE PRODUCT LICENSE

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold.

1. GRANT OF LICENSE. StarNine grants you the right to use the enclosed StarNinesoftware in the manner provided below:

- a. You may use one copy of the StarNine Software Product identified above on a single computer. The SOFTWARE is “in use” on a computer when it is loaded into temporary memory (i.e. RAM), or installed into permanent memory (e.g. hard disk, CD-ROM, or other storage device of that computer. However, installation on a network server for the sole purpose of internal distribution to one or more computers shall not constitute “use” for which a separate license is required, provided you have a separate license for each computer to which the SOFTWARE is distributed.
- b. Solely with respect to electronic documents included with the SOFTWARE, you may make an unlimited number of copies (either in hard-copy or electronic form), provided that such copies shall be used only for internal purposes and are not republished or distributed to a third party.

2. UPGRADES. If the SOFTWARE is an upgrade, whether from StarNine or another supplier, you may use or transfer the SOFTWARE only in conjunction with the upgraded product. If the SOFTWARE is an upgrade from a StarNine product, you may now use that upgraded product only in accordance with this License.

3. COPYRIGHT. The SOFTWARE (including any images, “applets”, photographs,

animations, video, audio, music and text incorporated into the SOFTWARE) is owned by StarNine or its suppliers and is protected by United States copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE like any other copyrighted material (e.g. a book or musical recording) except that you may either (A) make one copy of the SOFTWARE solely for archival or backup purposes, or (B) transfer the SOFTWARE to a single hard disk provided by you to keep the original solely for backup or archival purposes. You may not copy the printed materials accompanying the SOFTWARE.

4. OTHER RESTRICTIONS. You may not rent or lease the SOFTWARE, but you may transfer the SOFTWARE and user documentation on a permanent basis provided you retain no copies and the recipient agrees to the terms of this Agreement. You may not reverse-engineer, decompile or disassemble the SOFTWARE except to the extent such foregoing restriction is expressly prohibited by law.

5. REDISTRIBUTABLE COMPONENTS.

Sample Code. In addition to the rights granted in Section 1, StarNine grants you the right to use and modify the source code version of those files in the SOFTWARE which are identified in the documentation or on disk as the Sample Plug-ins (“SAMPLE CODE”), provided that you comply with Section 5.c. You may not distribute the SAMPLE CODE or any modified version of the SAMPLE CODE in source code form.

Redistributable Files. In addition to the rights granted in Section 1, StarNine grants you a nonexclusive royalty-free right to reproduce and distribute the object code version of those portions of the SOFTWARE designated (i) as SAMPLE CODE, and (ii) WSAPI.h, WSAPI_Framework(68k).lib, WSAPI_Framework(PPC).lib (collectively, “REDISTRIBUTABLES”), provided you comply with Section 5.c.

Redistribution Requirements. If you redistribute the REDISTRIBUTABLES, you must: (i) distribute the REDISTRIBUTABLES in object code form only in conjunction with and as part of a software application product developed by you which adds significant and primary functionality to the SOFTWARE and is developed to operate on the Apple Macintosh and/or Power Macintosh; (ii) not use StarNine’s name, logo or trademarks to market your software product; (iii) include a valid copyright notice on your software product.

Contact StarNine at the address below for the applicable royalties due and other licensing terms for all other uses and/or distribution of the REDISTRIBUTABLES

d. All software in the Third-Party Plug-Ins folder is not redistributable without permission from the respective copyright holder.

6. EXPORT RESTRICTIONS. You agree that neither you nor your customers intend to or will, directly or indirectly, export or transmit: (i) the SOFTWARE, or related documentation and technical data or (ii) your software product as described in section 5 of the License (or any part thereof), or process, or service that is the direct product of the SOFTWARE, to any country to which such export or transmission is restricted by any applicable U.S. regulation or statute, without the prior written consent, if required, of the Bureau of Export Administration of the U.S. Department of Commerce, or such other governmental entity as may have jurisdiction over such export or transmission.

LIMITED WARRANTY

LIMITED WARRANTY. Except with regard to the REDISTRIBUTABLES, which are provided “as is,” without warranty of any kind. StarNine warrants that (a) the SOFTWARE will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt, and (b) any hardware accompanying the SOFTWARE will be free from defects in materials and workmanship under normal use and service for a period of one (1) year from the date of receipt. Any implied warranties on the SOFTWARE and hardware are limited to ninety (90) days and one (1) year respectively. Some states/jurisdictions do not allow limitations on duration of implied warranty, so the above limitation may not apply to you.

CUSTOMER REMEDIES. StarNine’s and its supplier’s entire liability and your exclusive remedy shall be, at StarNine’s option, either (a) return of the price paid, or (b) repair or replacement of the SOFTWARE or hardware that does not meet StarNine’s Limited Warranty and is returned to StarNine with a copy of your receipt. This is Limited Warranty is void if failure of the SOFTWARE or hardware has resulted from accident, abuse or misapplication. Any replacement SOFTWARE or hardware will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

NO OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, STARNINE AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESS OR

IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE SOFTWARE, ACCOMPANYING WRITTEN MATERIALS, AND ANY ACCOMPANYING HARDWARE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL STARNINE 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 ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THIS STARNINE PRODUCT, EVEN IF STARNINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS 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 RIGHTS

The SOFTWARE and documentation are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions 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. Manufacturer is StarNine Technologies, Inc., 2550 Ninth St., Suite 112, Berkeley, CA 94710 USA.

If you acquired this product in the United States, this Agreement is governed by the laws of the State of California.

If you acquired this product outside of the United States, then local law may apply.

Should you have any questions concerning this agreement, please contact StarNine Technologies, Inc., 2550 Ninth St., Suite 112, Berkeley, CA 94710 USA; Phone: +1 (510) 649-4949, Fax: +1 (510) 548-0393.