

AlphaMania Software License Agreement

You should carefully read the following terms and conditions before proceeding. By choosing the "Agree" button below you are agreeing and indicating your acceptance of these terms and conditions. If you do not agree with them you should choose the "Disagree" button below and the Program will not proceed .

Media Lab, Inc. (hereinafter referred to as Company), a Colorado based Corporation, provides the AlphaMania software (hereinafter referred to as Program) contained on the medium in this package and licenses its use. You assume full responsibility for the selection of the Program to achieve your intended results and for the installation, use and results obtained from the Program.

License

This license agreement applies to the unlocked AlphaMania software only. You are allowed to distribute the demo AlphaMania software freely. You are prohibited, however, from giving your unlock code to any other user or from using the unlocked Program on more than one computer simultaneously. The unlocked Program is licensed to be used with a single copy of Macromedia Director.

A. In consideration of the payment of a license fee, you are granted a personal, nontransferable and non-exclusive license to use the Program under the terms stated in the Agreement. You own the diskette or other physical media on which the Program is provided under the terms of this Agreement, but all title and ownership of the Program and enclosed related documentation (hereinafter referred to as Documentation), and all other rights not expressly granted to you under this Agreement, remain with the Company.

B. The Program may be used by you only on a single computer. Therefore, you must treat this software just like a book. With the exception of Item D below, just like a book means that this software may be used by any number of people and may be freely moved from one computer location to another, so long as there is no possibility of it being used at one location while the same copy is at the same time being used at another location. Just as the same copy of a book cannot be read by two different people in two different places at the same time, neither can the same copy of software be used by two different people in two different places at the same time. Contact Media Lab, Inc. for details.

C. You and your employees and agents are required to protect the confidentiality of the Program. You may not distribute or otherwise make the Program or Documentation available to any third party.

D. You may not copy or reproduce the Program or Documentation for any purpose except to make one (1) archival copy of the Program, in machine readable or printed form for back up purposes only in support of your use of the Program on a single computer. You must reproduce and include the Company copyright notice on the backup copy of the Program.

E. Any portion of the Program merged into or used in conjunction with another program will continue to be the property of the Company and subject to the terms and conditions of this Agreement. You must reproduce and include Company's copyright notice on any portion merged in or used in conjunction with another program.

F. You may not sublease, assign or otherwise transfer the Program or this license to any other person without the prior written consent of Company.

G. You acknowledge that you are receiving on a LIMITED LICENSE TO USE the Program and Documentation and that the Company retains title to the Program and Documentation. You acknowledge that Company has a valuable proprietary interest in the Program and Documentation. You may not use, copy, modify or transfer the Program or Documentation or any copy, modification or merged portion in whole or in part except as expressly provided for in this Agreement. If you transfer possession of any copy, modification or merged portion of the Program or Documentation to another party, your license is automatically terminated.

Term

This license granted to you is effective until terminated. You may terminate it at any time by returning the Program and Documentation to Company together with all copies, modifications and merged portions in any form. The license will also terminate upon conditions set forth elsewhere in the Agreement, or if you fail to comply with any term or condition of this Agreement. You agree upon such termination to return the Program and Documentation to Company together with all copies, modifications and merged portion in any form. Upon termination, Company can also enforce any rights provided by law.

The provision of this Agreement which protects the proprietary rights of Company will continue in force after termination. Termination of this license either voluntary or involuntary does not entitle you to a refund of your purchase cost except as provided elsewhere in this License Agreement.

Limited Warranty

Company warrants, as the sole warranty, that the medium on which the Program Is furnished will be free from defects in materials and workmanship under normal use and conditions for a period of ninety (90) days from the date of delivery to you as evidenced by a copy of your receipt. No distributor, dealer or any other entity or person is authorized to expand or alter either this warranty or this Agreement. Any such representations will not bind the Company. Company does not warrant that the functions contained in the Program will meet your requirements or that the operation of the Program will be uninterrupted or error-free.

Except as stated above in this section, the Program and Documentation are provided as is without warranty of any kind either expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. You assume entire risk as it applies to the quality and performance of the Program and Documentation. Should the Program prove defective you and not Company, authorized Company Distributor or dealer, assume the entire cost of all necessary servicing repair or correction. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

Limitation of Remedies

Company's entire liability and remedy will be:

A. The replacement of any medium not meeting Company's Limited Warranty explained above and which is returned to Company or an authorized Company distributor or dealer with a copy of your receipt; or

B. If Company is unable to deliver a replacement medium which conforms to the warranty provided under this Agreement, you may terminate this Agreement by returning the Program and Documentation to Company, authorized Company Distributor, or dealer from whom you obtained the Program and your license fee will be refunded.

Product Returns

If you must ship the Program and Documentation to an authorized Company Distributor, dealer or to Company, you must prepay shipping and either insure the Program and Documentation or assume all risk of loss or damage in transit. To replace a defective medium during the ninety (90) day warranty period, if you are returning the medium to Company, please send us your name and address, the defective medium and a copy of your receipt at the address provided below. In no event will Company be liable to you for any damages direct, indirect, incidental or consequential, including damages for any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use such Program and Documentation, even if Company has been advised of the possibility of such damages or for any claim by any other party. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages so the above limitation or exclusion may not apply to you. In no event will Company liability for damages to you or any other person ever exceed the amount of the license fee paid by you to use the Program regardless of the form of the claim.

US Government Restricted Rights

The Program and Documentation are provided with restricted rights. Use, duplication or disclosure by the US Government is subject to restrictions as set forth in subdivision (b) (3) (ii) of the Rights in Technical Data and

General

This Agreement is governed by the laws of the state of Colorado (except federal law governs copyrights and register trademark(s)). If any provision of this Agreement is deemed invalid by any court having jurisdiction, that particular provision will be deemed deleted and will not affect the validity of any other provision of this Agreement. Should you have any questions concerning this Agreement, you may contact Media Lab, Inc. at the address below.

Media Lab, Inc., 400 S. McCaslin Blvd., #211, Louisville, CO 80027, Phone: (303) 499-5411, Fax: (303) 665-0827 <http://www.medialab.com>