CHACO VR SCOUT END USER LICENSE AGREEMENT

REDISTRIBUTION NOT PERMITTED

Part I of this License Agreement applies if you have not purchased a license to the Software. Part II of this License Agreement applies if you have purchased a license to the Software. Part III of this License Agreement applies to all license grants. If you acquired the Software without purchasing a license and you wish to purchase a license, contact Chaco Communications, Inc. on the Internet at buy-vrscout@chaco.com. Following payment, Chaco will confirm you have purchased a license.

PART I -- TERMS APPLICABLE WHEN LICENSE FEES NOT (YET) PAID

GRANT. Chaco Communications, Inc. (Chaco) hereby grants you a non-exclusive license to the accompanying software (Software) free of charge if (a) you are a student, faculty member or staff member of an educational institution (K-12, junior college, college or library) or an employee of a charitable non-profit organization; or (b) your use of the Software is for the purpose of evaluating whether to purchase an ongoing license to the Software. The evaluation period is limited to 30 days. Government agencies (other than public libraries) are not considered educational or charitable non-profit organizations for the purposes of this license agreement. If you do not fit the description above, a license fee is due to Chaco and no license is granted. If you are using the Software free of charge, you will not be entitled to hard-copy documentation, support or telephone assistance.

If you fit the above description, you may: use the Software on any single computer; use the Software on a second computer so long as the primary user of each copy is the same person and more than one copy is not used simultaneously; or copy the Software for archival purposes, provided any copy contains all of the original Software's proprietary notices.

You may not: permit other individuals to use the Software except under the terms listed above; modify, translate, reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction), or create derivative works based on the Software; copy the Software (except as specified above); rent, lease, transfer or otherwise transfer rights to the Software; or remove any proprietary notices or labels on the Software.

DISCLAIMER OF WARRANTY. Since the Software is provided free of charge, the Software is provided on an AS IS basis, without warranty of any kind, including without limitation the warranties of merchantability, fitness for a particular purpose and non-infringement. The entire risk as to the quality and performance of the Software is borne by you. Should the Software prove defective, you and not Chaco assume the entire cost of any service and repair. This disclaimer of warranty constitutes an essential part of the agreement. SOME STATES DO NOT ALLOW EXCLUSIONS OF AN IMPLIED WARRANTY, SO THIS DISCLAIMER MAY NOT APPLY TO YOU AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE OR BY JURISDICTION.

LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL CHACO OR ITS SUPPLIERS OR RESELLERS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES. IN NO EVENT WILL CHACO BE LIABLE FOR ANY DAMAGES IN EXCESS OF CHACO'S LIST PRICE FOR A LICENSE TO THE SOFTWARE, EVEN IF CHACO SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. THIS

LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. FURTHERMORE, SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

PART 2 -- TERMS APPLICABLE WHEN LICENSE FEES PAID

GRANT. Subject to advance payment of applicable license fees, Chaco Communications, Inc. (Chaco) hereby grants to you a non-exclusive license to use its accompanying software product (Software) and accompanying documentation (Software) on the terms below.

You may: use the Software on any single computer; use the Software on a second computer so long as the primary user of each copy is the same person and more than one copy is not used simultaneously; or copy the Software for archival purposes, provided any copy contains all of the original Software's proprietary notices.

You may not: permit other individuals to use the Software except under the terms listed above; modify, translate, reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction), or create derivative works based on the Software; copy the Software (except as specified above); rent, lease, transfer or otherwise transfer rights to the Software; or remove any proprietary notices or labels on the Software.

LIMITED WARRANTY. Chaco warrants that for a period of ninety (90) days from the date of acquisition, the Software, if operated as directed, will substantially achieve the functionality described in the accompanying documentation (Documentation). Chaco does not warrant, however, that your use of the Software will be uninterrupted or that the operation of the Software will be error-free or secure. Chaco also warrants that the media containing the Software, if provided by Chaco, is free from defects in material and workmanship and will so remain for ninety (90) days from the date you acquired the Software. Chaco's sole liability for any breach of this warranty shall be, in Chaco's sole discretion: (i) to replace your defective media; or (ii) to advise you how to achieve substantially the same functionality with the Software as described in the Documentation through a procedure different from that set forth in the Documentation; or (iii) if the above remedies are impracticable, to refund the license fee you paid for the Software. Repaired, corrected, or replaced Software and Documentation shall be covered by this limited warranty for the period remaining under the warranty that covered the original Software, or if longer, for thirty (30) days after the date (a) of shipment to you of the repaired or replaced Software, or (b) Chaco advised you how to operate the Software so as to achieve the functionality described in the Documentation. Only if you inform Chaco of your problem with the Software during the applicable warranty period and provide evidence of the date you acquired the Software will Chaco be obligated to honor this warranty. Chaco will use reasonable commercial efforts to repair, replace, advise or refund pursuant to the foregoing warranty within 30 days of being so notified.

THIS IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY CHACO. CHACO MAKES NO OTHER EXPRESS WARRANTY AND NO WARRANTY OF NONINFRINGEMENT OF THIRD PARTIES RIGHTS. THE DURATION OF IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, IS LIMITED TO THE ABOVE LIMITED WARRANTY PERIOD; SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO LIMITATIONS MAY NOT APPLY TO YOU. NO CHACO DEALER, AGENT, OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO THIS WARRANTY. If any modifications are made to the Software by you during the warranty period; if the media is subjected to accident, abuse, or improper use; or if you violate the terms of this Agreement, then this warranty shall immediately be terminated. This warranty shall not apply if the Software is used on or in conjunction with hardware or Software other than the unmodified

version of hardware and Software with which the Software was designed to be used as described in the Documentation.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE OR BY JURISDICTION.

LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL CHACO OR ITS SUPPLIERS OR RESELLERS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, OR FOR ANY DAMAGES IN EXCESS OF CHACO'S LIST PRICE FOR A LICENSE TO THE SOFTWARE AND DOCUMENTATION, EVEN IF CHACO SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. FURTHERMORE, SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

PART III TERMS APPLICABLE TO ALL LICENSE GRANTS

TITLE. Title, ownership rights, and intellectual property rights in and to the Software shall remain in Chaco and/or its suppliers. The Software is protected by the copyright laws of the United States and international copyright treaties. If you receive your first copy of the Software electronically, and a second copy on media, the second copy may be used for archival purposes only. Title, ownership rights, and intellectual property rights in and to the content accessed through the Software is the property of the applicable content owner and may be protected by applicable copyright or other law. This License gives you no rights to such content.

TERMINATION. The license will terminate automatically if you fail to comply with the limitations described above. On termination, you must destroy all copies of the Software and Documentation.

EXPORT CONTROLS. None of the Software or underlying information or technology may be downloaded or otherwise exported or reexported (i) into (or to a national or resident of) Cuba, Iraq, Libya, Yugoslavia, North Korea, Iran, Syria or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Software, you are agreeing to the foregoing and you are representing and warranting that you are not located in, under the control of, or a national or resident of any such country or on any such list.

MISCELLANEOUS. This Agreement represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them. It may be amended only by a written agreement executed by both parties. THE ACCEPTANCE OF ANY PURCHASE ORDER PLACED BY YOU IS EXPRESSLY MADE CONDITIONAL ON YOUR ASSENT TO THE TERMS SET FORTH HEREIN, AND NOT THOSE CONTAINED IN YOUR PURCHASE ORDER. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. This Agreement shall be governed by and construed under California law as such law applies to agreements between California residents entered into and to be performed within California, except as governed by Federal law. The application the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

U.S. Government Restricted Rights. Use, duplication or disclosure by the Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer-Restricted Rights clause at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Chaco Communications, Inc, 10164 Parkwood Dr., Suite 8, Cupertino, CA 95014.

VR Scout, Pueblo, Chaco, and the Chaco logo are trademarks of Chaco Communications, Inc.