NOTICE: READ THIS DOCUMENT BEFORE INSTALLING THE PROGRAM DISKETTES. BY INSTALLING THE PROGRAM YOU AGREE TO THE TERMS OF THIS AGREEMENT. If you do not agree to the terms of this Agreement, you may return the package for a full refund of any license fee you have paid. THIS IS A LEGAL CONTRACT BETWEEN YOU ("USER") AND SYSTEMIX SOFTWARE, INC. ("SYSTEMIX").

Grant of License. The title to the enclosed software is held by Systemix and is protected by copyright. It is licensed, not sold, to User. Systemix grants User a non-exclusive, non-transferable, limited license to use the software subject to the conditions noted herin.

License Rights. User may use the software only on one computer at a time. User may copy the software in machine readable form solely for backup purposes provided that the copy includes the copyright/proprietary rights noticed embedded in and affixed to the software. All other copying is prohibited.

License Restrictions. User may not distribute, lease, loan, or transfer, in any way, the software or copies of the software. User may not decompile, disassemble, reverse engineer, or reduce the software to a human perceivable form. User may not attempt to discern the source code of the software. User may not adapt, modify, or create derivative works based on the software. User shall notify any person who may have access to the software of the restrictions of this Agreement.

Limited Warranty. THE SOFTWARE AND WRITTEN MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, PERFORMANCE, OR FITNESS FOR A PARTICULAR PURPOSE. RATHER, USER BEARS ALL RISK RELATING TO QUALITY AND PERFORMANCE. User's exclusive remedy for defects or damages is limited to replacement of the software or refund of the license fee. The full text of the warranty is provided in the attached document "Limited Warranty/Disclaimer of Warranty".

IN NO EVENT WILL SYSTEMIX BE LIABLE TO USER FOR LOST PROFITS OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THIS AGREEMENT OR THE USE OF THE SOFTWARE LICENSED HEREUNDER, EVEN IF SYSTEMIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTE: SOME STATES DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, SO THE LIMITATIONS NOTED ABOVE MAY NOT APPLY TO YOU.

U.S. Export Administration Act. User agrees that it shall not permit the software to be transferred or reexported into any country prohibited by the U.S. Export Administration Act nor the use of software for any purposes prohibited by the Act.

Termination. The Agreement will terminate immediately without notice if User fails to comply with any provision contained herein. Upon termination, User shall destroy or return the software, and any copies, immediately.

General Terms. This Agreement shall be governed by and construed according to the laws of the of the State of Maryland. This Agreement is found to be invalid, unenforceable, or void, the other provisions shall not be affected thereby. Failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce the provision.

U.S. Government Restricted Rights. If User is a U.S. Government end-user, this license conveys only RESTRICTED RIGHTS to the software and accompanying materials. Use, disclosure, and duplication are subject to Federal Acquisition Regulations, 52.227-7013.