DIGITAL OBJECTIVES® Software License

Please read this license carefully before using the software By using the software, you are agreeing to be bound by the terms of this license. If you do not agree to the terms of this license, do not use the software.

- 1. License. The application, demonstration, system and other software accompanying this license, whether on disk, in read only memory, PCMCIA card or any other media (the "Software"), the related documentation and fonts are licensed to you by Digital Objectives. You own the media on which the Software and fonts are recorded but Digital Objectives and its licensors retain title to the Software, fonts and related documentation.
- 2. Restrictions. The Software contains copyrighted material, trade secrets and other proprietary material and in order to protect them you may not decompile, reverse engineer, disassemble or otherwise reduce the Software to a human perceivable form. You may not modify or create derivative works based upon the Software in whole or in part. In addition, the Software is provided solely for evaluation purposes and should not be used in any other fashion.
- 3. Termination. This license is effective until terminated. You may terminate this license at any time by destroying the Software and related documentation and fonts. The License will terminate immediately without notice from Digital Objectives if you fail to comply with any provision of this License. Upon termination you must destroy the Software, related documentation and fonts.
- 4. Export Law Assurances. You agree and certify that neither the Software nor any other technical data received from Digital Objectives nor the direct product thereof will be exported outside the United States except as authorized and permitted by the laws and regulations of the United States.

If this Software has been rightfully obtained by you outside the United States, you agree that you will not re-export the Software nor any other technical data received from Digital Objectives nor the direct product thereof, except as permitted by the laws and regulations of the United States and the laws and regulations of the jurisdiction in which you obtained the Software.

5. U.S. GOVERNMENT END USERS. If you are acquiring the Software and fonts on behalf of any unit or agency of the United States Government, the following provisions apply. The Government agrees:

- (i) if the Software and fonts are supplied to the Department of Defense (DoD), the Software and fonts are classified as "Commercial Computer Software" and the Government is acquiring only "restricted rights" in the Software, its documentation and fonts as that term is defined in Clause 252.227-7013(c)(1) of the DFARS; and
- (ii) if the Software and fonts are supplied to any unit or agency of the United States Government other than DoD, the Government's rights in the Software, its documentation and fonts will be as defined in Clause 52.2227-19(c)(2) of the FAR or, in the case of NASA, in Clause 18-52.227-86(d) of the NASA Supplement to the FAR.
- Disclaimer of warranty on Software. You expressly acknowledge and agree that use of the Software and fonts is at your sole risk. The Software, related documentation and fonts are provided "AS IS" and without warranty of any kind and Digital Objectives and its licensor(s) (for the purposes of provision 6 and 7 Digital Objective and its licensor(s) shall be collectively referred to as Digital) EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DIGITAL DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. OR THAT DEFECTS IN THE SOFTWARE AND FONTS WILL BE CORRECTED. FURTHERMORE DIGITAL DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OF RESULTS OF THE SOFTWARE AND FONTS OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DIGITAL OR A DIGITAL AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU(AND NOT DIGITAL OR A DIGITAL REPRESENTATIVE) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.
- 7. Limitation Of Liability. UNDER NO CIRCUMSTANCES INCLUDING NEGLIGENCE, SHALL DIGITAL BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGE THAT RESULT FROM THE USE OR INABILITY TO USE THE SOFTWARE OR RELATED DOCUMENTATION, EVEN IF DIGITAL OR A DIGITAL AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS 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 shall Digital's total liability to you for all damages, losses and causes of action (whether in contract, tort (including negligence) or otherwise) exceed the amount of \$1.

- 8. Controlling Law and Severability. This License shall be governed by and construed in accordance with the laws of United States and the State of New Jersey. If for any reason a court of competent jurisdiction finds any provision of this License or portion thereof to be unenforceable, that provision of the License shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this License shall continue in full force and effect.
- 9. Distribution. You MAY NOT DISTRIBUTE this software in any form unless prior permission is obtained in writing from Digital Objectives. You MAY NOT DISTRIBUTE modified versions of this software.
- 10. Complete Agreement. This License constitutes the entire agreement between the parties with respect to the use of the Software, related documentation and fonts, and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment to or modification of this License will be binding unless in writing and signed by a duly authorized representative of Digital Objectives.

Digital Objectives® is a registered trademark of Digital Objectives, Inc.