SoftArtisans ImgWriter (tm) License Agreement

Single Server License

IMPORTANT: READ THE FOLLOWING TERMS AND CONDITIONS

CAREFULLY.

THESE TERMS AND CONDITIONS CONSTITUTE THE ENTIRE LEGAL

AGREEMENT BETWEEN the buyer ("The Buyer") AND SoftArtisans, INC. ("The Seller") CONCERNING THE PROPRIETARY SoftArtisans ImgWriter SOFTWARE PROGRAM (The "Program") AND THE ACCOMPANYING USER

DOCUMENTATION (The "Documentation").

1. GRANT OF LICENSE. The Seller grants The Buyer a non-exclusive license to install

and use one (1) copy of The Program on a single network server computer owned or

controlled by The Buyer. The Buyer may transfer the Program from one network server computer to

another, so long as The Buyer erase it from the old computer before loading it into the new one.

The Buyer may install and use the Program within The Buyers own organization only.   The Buyer may not

reverse-engineer, disassemble, or decompile the Program. The Buyer may copy The

Documentation for The Buyers own use.   The Buyer may make a single backup copy. Resale or

sublicensing is prohibited.

2. OWNERSHIP. The Program is a proprietary product of The Seller or its

suppliers, and is protected under U.S. copyright law and international treaties. Any copy

of the Program made by The Buyer in accordance with this Agreement shall contain Soft

Artisans' copyright notices. All intellectual property rights in and to the Program are

retained by The Seller or its suppliers. SoftArtisans(tm) and SoftArtisans ImgWriter (tm) are

trademarks of SoftArtisans, Inc.

3. REGISTRATION. During registration and unregistration of this software, certain

diagnostic information may be transmitted to SoftArtisans. No information is

transmitted during execution of the component - only during registration and

unregistration. The following information is collected: HRESULT of registration,

Username, Computername, Domainname, Time Zone, OS Version, Locale Id, Browser

Version, Source IP Address and CPU count. The transmitted information is kept confidential

per the terms of our privacy policy, available at:

> http://www.softartisans.com/privacypolicy.html

4. TERM. This Agreement is effective upon The Buyerr indicating that The Buyerr assent to its terms and

conditions in the manner specified above and shall continue until terminated. The Buyer may

terminate this Agreement at any time by deleting all copies of The Program and

Documentation, and any portions thereof, from the computer or network server on which

they are installed and destroying all such copies. The Seller may terminate this

Agreement if The Buyer breach any term of this Agreement. The Buyer will delete and destroy all

existing copies of the Program and Documentation, and any portions thereof, on

termination of this Agreement.

5. LIMITED WARRANTY. The Seller warrants that for a period of thirty (30)

days from delivery (the "Warranty Period") The Program shall be free from defects in the

media on which it is provided. The Seller does not warrant that The Buyer use of the

Program will be uninterrupted or error free. If, during the Warranty Period, the Program

does not meet this limited warranty, The Buyer may contact The Seller and Software

Artisans shall, at its option, either replace the Program or refund The Buyerr purchase price. The

foregoing constitutes The Buyerr sole and exclusive remedy for breach by The Seller of

any warranties (express or implied) made under this Agreement. This limited warranty is

void if failure of the Program has resulted from accident, abuse, or misapplication. Any

replacement Program will be warranted for thirty (30) days from The Buyerr date of receipt.

EXCEPT FOR THE WARRANTIES SET FORTH ABOVE, THE PROGRAM AND

THE DOCUMENTATION ARE LICENSED "AS IS," AND SoftArtisans

DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED,

INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND

NONINFRINGEMENT. Some states do not allow the exclusion of implied warranties or

limitations on how long an implied warranty may last, so the above limitations and

exclusions may not apply to The Buyer. This warranty gives The Buyer specific legal rights, and The Buyer

may also have other rights which vary from state to state.   For warranty claims, contact

The Seller at the email or post addresses set forth below.

6. LIMITATION OF LIABILITY. SoftArtisans and its suppliers' cumulative

liability to The Buyer and all other parties arising out of or relating to this Agreement shall not

exceed the license fee paid by The Buyer to The Seller for the use of the Program.

Neither The Seller nor its suppliers shall be liable for any indirect, special,

incidental or consequential damages or similar damages, including lost profits or lost data

arising out of the use or inability to use the Program, even if The Seller has been

advised of the possibility of such damages. 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 The Buyer.

7. U.S. GOVERNMENT LICENSES. The Program and the Documentation are provided

with restricted and limited rights for purposes of government contracting and

subcontracting. Use, duplication or disclosure by the Government is subject to restrictions

as set forth in Subparagraph 252.227-7013(c)(1)(ii) (Rights in Technical Data and

Computer Software)of the Department of Defense Federal Acquisition Regulations

Supplement or Subparagraphs 52.227-19(c)(1) and (c)(2) Commercial Computer

Software - Restricted Rights) of Title 48 of the Code of Federal Regulations, as

applicable. Contractor/manufacturer is SoftArtisans, Inc., PO Box 42, Brookline,

MA 02446 USA.

8. EXPORT ASSURANCES. The Buyer may not download or otherwise export or re-export the Program or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations, including without limitation, the United States Export Administration Act, the Trading With the Enemy Act, the International Emergency Economic Powers Act and any regulations there under. Any transfer of technical data outside the United States by any means, including the Internet, is an export which is subject to export control requirements under US law.

The Program may not be downloaded or otherwise exported or re-exported (i) into (or to a national or resident, wherever located, of) Cuba, Libya, Bosnian Serb-occupied portions of Bosnia and Herzegovina, North Korea, Iran, Iraq, Angola, Syria or any other country to which the US prohibits exports of goods or technical data; or (ii) to anyone on the US Treasury Department's Specially Designated Nationals List or the Table of Denial Orders issued by the Department of Commerce.

By downloading or using the Program, The Buyer is agreeing to the foregoing and The Buyer is representing and warranting that The Buyer is not located in, under the control of, or a national or resident of any such country or on any such list or table.

9. ASSIGNMENT. The Buyer may assign The Buyers rights under this Agreement to another party if the other party agrees to accept the terms of this Agreement, and The Buyer either transfer all copies of the Program and the Documentation, whether in printed or machine-readable form (including the original), to the other party, or The Buyer destroy any copies not transferred. Before such a transfer, The Buyer must deliver a hard copy of this Agreement (which is available on SoftArtisans Web site) to the recipient.

10. GOVERNING LAW. This Agreement shall be governed by the substantive laws of the Commonwealth of Massachusetts and US federal law. The United Nations Convention for the International Sale of Goods shall not apply to this Agreement.

Should The Buyer have any questions concerning this Agreement or if The Buyer desires to contact

Seller for any reason, please contact: SoftArtisans, Inc.

Telephone: +1-617-738-0777; FAX: 617-738-6278; Mail: P.O. Box 42, Brookline, MA

02446 USA. E-mail: info@softartisans.com.