

=====

License Agreement

=====

PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY.

IF YOU DO NOT AGREE WITH THE TERMS OF THIS LICENSE, PROMPTLY RETURN THE PRODUCT UNUSED AND REQUEST A REFUND OF THE AMOUNT YOU PAID. IF YOU ARE INSTALLING THIS SOFTWARE FOR USE BY OTHER PARTIES, YOU AGREE TO INFORM THE USERS THAT USE OF THE SOFTWARE INDICATES ACCEPTANCE OF THESE TERMS.

LICENSE

The software programs ("Software") contained in this package are copyrighted and owned by Veenix, LLC Software and/or its vendors, and are licensed (not sold) to you by Veenix, LLC Software for use only on a single personal computer at a time. You may also store or install a copy of the Software on a server used only to install or run the Software on your other computers over an internal network; however, you must acquire a license for each separate computer on which the Software is installed or run from the server. Software consists of machine-readable instructions, audio/visual content (such as images and recordings) and accompanying materials. You may make a single copy of the Software solely for backup purposes or installation. You may not alter, decrypt, reverse assemble, reverse compile or otherwise translate the Software. You may not copy the Software into any public network. You may not sublicense or rent this Software to any third party, but you may transfer all of your rights under this Agreement if you retain no copies and transfer all of the Software and this Agreement, provided that the recipient agrees to the terms of this Agreement.

You agree that you will not use, run, manipulate, install or implement the Software, in whole or in part, in any manner that has the effect of overriding, modifying, eliminating, obscuring, altering or de-emphasizing the visual appearance of any trademark, trade name, trade dress or intellectual property notice that appears on any computer display screens normally generated by, or as a result of, the Software.

STATEMENT OF LIMITED WARRANTY

Veenix, LLC provides a 30 day limited warranty, as measured from the date of delivery to the original customer, on the media (e.g., diskette or compact disk) on which the Software is furnished.

WITH THE EXCEPTION OF THE EXPRESS WARRANTY DESCRIBED ABOVE (APPLICABLE TO MEDIA ONLY), THE SOFTWARE IS NOT WARRANTED AND IS PROVIDED "AS IS." THE WARRANTY DESCRIBED ABOVE REPLACES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

LIMITATION OF REMEDIES

Veenix, LLC's entire liability, including that of its vendors, subsidiaries and resellers, and your exclusive remedy shall be as follows: Veenix will provide the express warranty described above. If Veenix does not remedy defective media as warranted, you may terminate your license and your money will be refunded upon the return of all of your copies of the Software.

For any claim arising out of Veenix's limited warranty, or for any other claim whatsoever related to the subject matter of this Agreement, Veenix's liability for all types of damages, regardless of the form of action or basis (including contract, breach, estoppel, negligence, misrepresentation, or tort), shall be limited to the greater of \$5,000 or the money paid to Veenix or its Authorized remarketers for the license hereunder for the Software that caused the damages or that is the subject matter of, or is directly related to, the cause of action. This limitation will not apply to claims for personal injury or damages to real or tangible personal property caused by Veenix's negligence.

IN NO EVENT WILL Veenix BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, OR ANY INCIDENTAL DAMAGES OR OTHER CONSEQUENTIAL DAMAGES, EVEN IF Veenix OR ITS REMARKETERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY YOU BASED ON A THIRD PARTY CLAIM. Some jurisdictions do not allow the limitation or exclusion of incidental or consequential damages so the above limitation or exclusion may not apply to you.

IN NO EVENT WILL Veenix BE LIABLE FOR ANY INTERRUPTION OF USE OR ANY LOSS OF, INACCURACY IN, OR DAMAGE TO, DATA OR RECORDS.

GENERAL

You may terminate your license at any time by destroying all your copies of the Software or as otherwise described in these terms. Veenix may terminate your license if you fail to comply with these terms. Upon such termination, you agree to destroy all your copies of the Software. Any attempt to sublicense, rent, lease or assign, or (except as expressly provided herein) to

transfer any copy of the Software is void.

You agree that you are responsible for payment of any taxes, including personal property taxes, resulting from this Agreement. No action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has arisen. This Agreement is governed by the laws of the country in which you acquired the Software. If you acquired the Software in the United States, the law of the Commonwealth of Kentucky shall govern.

UNITED STATES GOVERNMENT RESTRICTED RIGHTS

The Software has been developed entirely at private expense and is provided with RESTRICTED RIGHTS. Use, duplication and disclosure by the Government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 and in similar FAR provisions (or any equivalent agency regulation or contract clause).