

## SOFTWARE LICENSE AGREEMENT AND WARRANTY STATEMENT

INDIGO ROSE SOFTWARE DESIGN CORPORATION ("INDIGO ROSE") IS WILLING TO LICENSE THE SOFTWARE ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS LICENSE AGREEMENT. PLEASE READ THE TERMS CAREFULLY. BY CLICKING ON "ACCEPT" AND/OR INSTALLING THE SOFTWARE, YOU WILL INDICATE YOUR AGREEMENT WITH THEM. IF YOU DO NOT AGREE WITH THESE TERMS, THEN INDIGO ROSE IS UNWILLING TO LICENSE THE SOFTWARE TO YOU, IN WHICH EVENT YOU SHOULD NOT PROCEED WITH INSTALLING THE SOFTWARE.

1. **The Software.** The Software licensed under this Agreement consists of computer programs, data compilation(s), and documentation referred to as TrueUpdate, version 3.0 (the "Software").
2. **Perpetual Term For Registered Version License.** The term of the license granted herein for the registered version of the Software shall be perpetual unless terminated by written notice by You for convenience or terminated by either party for material breach. Immediately upon termination of this license for any reason, You shall return to Indigo Rose all copies of the Software and documentation.
3. **Registered Version License Grant for Single Copies (Non-Network Use).** If You are a registered user of the Software, You are granted non-exclusive rights to install and use the Software by a single person who uses the Software only on one primary computer or workstation and optionally a secondary computer or laptop, so long as only one person is using the software. You may copy the Software for archival purposes, provided that any copy must contain the original Software's proprietary notices in unaltered form.
4. **Registered Version License Grant For Network Use.** If You are a registered user of the Software, You are granted non-exclusive rights to install and use the Software and/or transmit the Software over an internal computer network, provided You acquire and dedicate a licensed copy of the Software for each user who may access the Software concurrently with any other user. You may copy the Software for archival purposes, provided that any copy must contain the original Software's proprietary notices in unaltered form.
5. **Restrictions.** You may not: (i) permit others to use the Software, except as expressly provided above for authorized network use; (ii) modify or translate the Software; (iii) reverse engineer, decompile, or disassemble the Software, except to the extent this restriction is expressly prohibited by applicable

law; (iv) create derivative works based on the Software; (v) merge the Software with another product; (vi) copy the Software, except as expressly provided above; or (vii) remove or obscure any proprietary rights notices or labels on the Software.

6. Runtime License. If You are a registered user of the Software, You are granted non-exclusive rights to distribute the runtime applications (update.exe) created by the Software on a royalty-free basis.

7. Purchase of Additional Licenses. Registered users of the Software may purchase license rights for additional authorized use of the Software in accordance with Indigo Rose's then-current volume pricing schedule. Such additional licenses shall be governed by the terms and conditions hereof. You agree that, absent Indigo Rose's express written acceptance thereof, the terms and conditions contained in any purchase order or other document issued by You to Indigo Rose for the purchase of additional licenses, shall not be binding on Indigo Rose to the extent that such terms and conditions are additional to or inconsistent with those contained in this Agreement.

8. Transfers. You may not transfer the Software or any rights under this Agreement without the prior written consent of Indigo Rose. A condition to any transfer or assignment shall be that the recipient agrees to the terms of this Agreement. Any attempted transfer or assignment in violation of this provision shall be null and void.

9. Ownership. Indigo Rose and its suppliers own the Software and all intellectual property rights embodied therein, including copyrights and valuable trade secrets embodied in the Software's design and coding methodology. The Software is protected by United States copyright laws and international treaty provisions. This Agreement provides You only a limited use license, and no ownership of any intellectual property.

WARRANTY DISCLAIMER; LIMITATION OF LIABILITY. INDIGO ROSE PROVIDES THE SOFTWARE "AS-IS" AND PROVIDED WITH ALL FAULTS. NEITHER INDIGO ROSE NOR ANY OF ITS SUPPLIERS OR RESELLERS MAKES ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. INDIGO ROSE AND ITS SUPPLIERS SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND DATA ACCURACY. THERE IS NO WARRANTY OR GUARANTEE THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR VIRUS-FREE, OR THAT THE SOFTWARE WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE, QUALITY, ACCURACY, PURPOSE, OR NEED. YOU ASSUME THE ENTIRE RISK OF

SELECTION, INSTALLATION, AND USE OF THE SOFTWARE. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. NO USE OF THE SOFTWARE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

If implied warranties may not be disclaimed under applicable law, then ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE PERIOD REQUIRED BY APPLICABLE LAW. Some states do not allow limitations on how long an implied warranty may last, so the above limitations may not apply to You. This warranty gives you specific rights, and You may have other rights which vary from jurisdiction to jurisdiction.

To the extent that this Warranty Statement is inconsistent with the jurisdiction where You use the Software, the Warranty Statement shall be deemed to be modified consistent with such local law. Under such local law, certain limitations may not apply, and you may have additional rights which vary from jurisdiction to jurisdiction. For example, some states in the United States and some jurisdictions outside the United States may: (i) preclude the disclaimers and limitations of this Warranty Statement from limiting the rights of a consumer; (ii) otherwise restrict the ability of a manufacturer to make such disclaimers or to impose such limitations; or (iii) grant the consumer additional legal rights, specify the duration of implied warranties which the manufacturer cannot disclaim, or prohibit limitations on how long an implied warranty lasts.

INDEPENDENT OF THE FORGOING PROVISIONS, IN NO EVENT AND UNDER NO LEGAL THEORY, INCLUDING WITHOUT LIMITATION, TORT, CONTRACT, OR STRICT PRODUCTS LIABILITY, SHALL INDIGO ROSE OR ANY OF ITS SUPPLIERS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER MALFUNCTION, OR ANY OTHER KIND OF COMMERCIAL DAMAGE, EVEN IF INDIGO ROSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. IN NO EVENT SHALL INDIGO ROSE'S LIABILITY FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, EXCEED THE AMOUNT OF THE PURCHASE PRICE PAID FOR THE SOFTWARE LICENSE.

EXPORT CONTROLS. You agree to comply with all export laws and restrictions and regulations of the United States or foreign agencies or authorities, and not to export or re-export the Software or any direct product thereof in violation of any such restrictions, laws or regulations, or without all necessary approvals. As applicable, each party shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to its own export of the Software from the U.S. Neither the

Software nor the underlying information or technology may be electronically transmitted or otherwise exported or re-exported (i) into Cuba, Iran, Iraq, Libya, North Korea, Sudan, Syria or any other country subject to U.S. trade sanctions covering the Software, to individuals or entities controlled by such countries, or to nationals or residents of such countries other than nationals who are lawfully admitted permanent residents of countries not subject to such sanctions; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons or the U.S. Commerce Department's Table of Denial Orders. By downloading or using the Software, Licensee agrees to the foregoing and represents and warrants that it complies with these conditions.

MISCELLANEOUS. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, representations, and agreements. This Agreement may be modified only by a written agreement signed by the parties. 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 construed under the laws of the Province of Manitoba, Canada, excluding rules regarding conflicts of law. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. This license is written in English, and English is its controlling language.

U.S. GOVERNMENT END USERS. The Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Software with only those rights set forth herein.

LICENSEE OUTSIDE THE U.S. If You are located outside the U.S., then the following provisions shall apply: (i) Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents y compris tout avis qui s'y rattache, soient rédigés en langue anglaise (translation: "The parties confirm that this Agreement and all related documentation is and will be in the English language."); and (ii) You are responsible for complying with any local laws in your jurisdiction which might impact your right to import, export or use the Software, and You represent that You have complied with any regulations or registration procedures required by applicable law to make this license enforceable.