PLEASE READ THE FOLLOWING LICENSE AGREEMENT. IT WILL BE NECESSARY FOR YOU TO AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT BEFORE BEING PERMITTED TO CONTINUE TO INSTALL THE PRODUCT. THE PROCEDURE FOR ACCEPTING OR REJECTING THE LICENSE AGREEMENT IS SET OUT AFTER THE LICENSE AGREEMENT.

IF YOU DO NOT ACCEPT THE TERMS OF THE LICENSE AGREEMENT FOR ANY SOFTWARE PRODUCT FOR WHICH YOU HAVE RECEIVED THE CD-KEY(S) WITH THIS CD-ROM OR OBTAINED THE CD-KEY(S) THROUGH AN AUTHORIZED SOURCE, THE INSTALLATION PROCESS WILL BE TERMINATED. YOU SHOULD PROMPTLY RETURN THE UNUSED SOFTWARE PRODUCT FOR A REFUND OF THE AMOUNT PAID FOR THE PARTICULAR PRODUCT WITHIN THIRTY (30) DAYS OF THE DATE OF PURCHASE

LICENSE AGREEMENT FOR SHERIDAN SOFTWARE:

VERY IMPORTANT-CAREFULLY READ: This Sheridan Software License Agreement (hereinafter "LICENSE") is a legal agreement between you (either an individual or a single entity) and Sheridan Software Systems, Inc. ("Sheridan"), for the SOFTWARE or products identified on the disk or CD-ROM labels enclosed with this package and for which the CD-Keys(s) are either provided on the back of the enclosed CD case or obtained through Sheridan or an authorized distributor, which includes computer software and associated media and printed materials, and may include "on-line" or electronic documentation ("SOFTWARE"). By installing using the correct CD-Keys, copying or otherwise using the SOFTWARE, you agree to be bound by the terms of this LICENSE. If you do not agree to the terms of this LICENSE, promptly return the unused SOFTWARE to the place from which you obtained it for a full refund.

SOFTWARE LICENSE

The SOFTWARE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE is licensed, not sold.

I. LICENSE GRANT. This LICENSE grants you the following rights:

A. You may use one copy of the Sheridan SOFTWARE identified above on a single computer. The SOFTWARE is in "use" on a computer when it is loaded into temporary memory (i.e. RAM) or installed into permanent memory (e.g. hard disk, CD-ROM, or other storage devise) of that computer. However, installation on a network server for the sole purpose of internal distribution to one or more other

computer(s) shall not constitute "use" for which a separate license is required, provided you have a separate license for each computer to which the SOFTWARE is distributed.

B. Solely with respect to electronic documents included with the SOFTWARE, you may make a copy (either in hardcopy or electronic form), provided that the number of copies made shall not exceed the number of licenses you own for that SOFTWARE, and further provided that such copies shall be used only for internal purposes and are not republished or distributed to any third party.

C. You may use the trial versions and product tours, as described on the CD-ROM, of the software products included on this CD-ROM for the limited purposes of demonstrations, trials and design time evaluations and running a product tour.

II. TITLE; COPYRIGHT. All title and copyrights in and to the SOFTWARE (including but not limited to any images, photographs, animation, video, audio, music, text and "applets" incorporated into the SOFTWARE), the accompanying printed materials, and any copies of the SOFTWARE are owned by SHERIDAN or its suppliers. The SOFTWARE is protected by copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE like any other copyrighted material, except that you may either (A) make one copy of the SOFTWARE solely for backup or archival purposes or (B) install the SOFTWARE on a single computer provided you keep the original solely for backup or archival purposes. You may not copy the printed materials accompanying the SOFTWARE.

III. ADDITIONAL RIGHTS AND LIMITATIONS.

A. Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, or disassemble the SOFTWARE.

B. No Separation of Components. The SOFTWARE is licensed as a single product and the software programs comprising the SOFTWARE may not be separated for use by more than one user at a time.

C. Rental. You may not rent or lease the SOFTWARE.

D. Software Transfer. You may NOT transfer any of your rights under this LICENSE.

E. Termination. Without prejudice to any other rights, Sheridan may terminate this LICENSE if you fail to comply with the terms and conditions of this LICENSE. In such event, you must destroy all copies of the SOFTWARE.

IV. REDISTRIBUTABLE COMPONENTS.

A. Sample Code. In addition to the license granted in Section 1, Sheridan grants you the right to use and modify the source code versions of those portions of the SOFTWARE which are identified in the documentation as the Sample Code and located in the \SAMPLES(xx) subdirectory(s) of the SOFTWARE, either on disk, CD-ROM or electronic format (collectively "SAMPLE CODE") provided you comply with section 4.c. You may not distribute the SAMPLE CODE, or any modified version of the SAMPLE CODE, in source code form.

B. Redistributable Code. In addition to the license granted in Section 1, Sheridan grants you a nonexclusive, royalty-free right to reproduce and distribute the object code version of those portions of the SOFTWARE designated in the SOFTWARE as (i) those portions of the SOFTWARE which are identified in the documentation as the VBX ("VBX") and/or OCX ("OCX") Controls; (ii) those portions of the SOFTWARE which are identified in the documentation as REDISTRIBUTABLE DLLs ("DLLs"); and (iii) SAMPLE CODE (collectively, "REDISTRIBUTABLES"), provided you comply with Section 4.c.

C. Redistribution Requirements. If you redistribute the REDISTRIBUTABLES, you agree to (i) distribute the REDISTRIBUTABLES in object code form only in conjunction with and as part of your software application product which adds significant and primary functionality and which is designed, developed, and tested to operate in the Microsoft Windows and/or Windows NT environments; (ii) not use Sheridan's name, logo or trademarks to market your software application product; (iii) include a valid copyright notice on your SOFTWARE; (iv) indemnify, hold harmless, and defend Sheridan from and against any claims or lawsuits, including attorney's fees, that arise or result from the use and distribution of your software application product; and (v) not permit further distribution of the REDISTRIBUTABLES by your end user.

5. U.S. GOVERNMENT RESTRICTED RIGHTS. The SOFTWARE and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or 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 or subparagraphs (c) (1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Sheridan Software Systems, Inc., 35 Pinelawn Road, Melville, NY 11747.

LIMITED WARRANTY

LIMITED WARRANTY. EXCEPT WITH RESPECT TO REDISTRIBUTABLES, WHICH ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, SHERIDAN WARRANTS THAT THE SOFTWARE WILL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE ACCOMPANYING WRITTEN MATERIALS FOR A PERIOD OF THIRTY (30) DAYS FROM THE DATE OF RECEIPT. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS OF DURATION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. TO THE EXTENT ALLOWED BY APPLICABLE LAW, IMPLIED WARRANTIES ON THE SOFTWARE, IF ANY, ARE LIMITED TO THIRTY (30) DAYS.

CUSTOMER REMEDIES. SHERIDAN'S AND ITS SUPPLIERS' ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY SHALL BE, AT SHERIDAN'S OPTION, EITHER (A) RETURN OF THE PAID PRICE, OR (B) REPAIR OR REPLACEMENT OF THE SOFTWARE. PRODUCTS PURCHASED OTHER THAN DIRECTLY FROM SHERIDAN SHALL BE RETURNED THROUGH THE RESELLER FROM WHICH IT WAS PURCHASED. THIS LIMITED WARRANTY IS VOID IF FAILURE OF THE SOFTWARE HAS RESULTED FROM ACCIDENT, ABUSE, OR MISAPPLICATION. ANY REPLACEMENT SOFTWARE WILL BE WARRANTED FOR THE REMAINDER OF THE ORIGINAL THIRTY (30) DAY PERIOD. OUTSIDE THE UNITED STATES, NEITHER THESE REMEDIES NOR ANY PRODUCT SUPPORT SERVICES OFFERED BY SHERIDAN ARE AVAILABLE WITHOUT PROOF OF PURCHASE FROM AN AUTHORIZED INTERNATIONAL SOURCE.

NO OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SHERIDAN AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE SOFTWARE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

NO LIABILITIES FOR CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SHERIDAN OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL,

INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF SHERIDAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

LICENSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS AGREEMENT AND AGREES TO BE BOUND BY ITS TERMS. LICENSEE FURTHER AGREES THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN LICENSEE AND LICENSOR, AND SUPERCEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS RELATING TO THE SUBJECT MATER OF THIS AGREEMENT.