

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 USE THE PRODUCT.

VERY IMPORTANT-CAREFULLY READ : This MultiMedia Soft License Agreement (hereinafter "LICENSE") is a legal agreement between you (either an individual or a single entity) and MultiMedia Soft, for the "Active Waveform Analyzer" ActiveX component (hereinafter " SOFTWARE ").

By installing, 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, you cannot use this SOFTWARE for any purposes.

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 for "COMMERCIAL EDITION". This LICENSE grants you the following rights:

A. The SOFTWARE's license is "PER DEVELOPER": this means that one single software developer may use this SOFTWARE on one or more computers until no other developers have access to the computer in order to develop the application that will contain the SOFTWARE. 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 device) 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.

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 of the SOFTWARE for the limited purposes of demonstrations and trials.

II. Deprecated.

III. TITLE; COPYRIGHT. All title and copyrights in and to the SOFTWARE (including but not limited to any images, photographs, animation, video, audio, music and text incorporated into the SOFTWARE), and any copies of the SOFTWARE are owned by MultiMedia Soft. 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.

IV. 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 without written permission by MultiMedia Soft. With the "PERSONAL EDITION" no license transfer is allowed.

E. Temporary LICENSE Transfer for outsourcing development purposes. You may transfer your LICENSE to another developer for the amount of time requested to complete the outsourced development: the transfer must be requested to MultiMedia Soft and, in any case, You are not allowed to request more than one transfer to outsourced developers. With the "PERSONAL EDITION" no license transfer is allowed.

F. Termination. Without prejudice to any other rights, MultiMedia Soft 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.

#### V. REDISTRIBUTABLE COMPONENTS.

A. Sample Code. In addition to the license granted in Section 1, MultiMedia Soft 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 provided you comply with section 4.c.

B. Redistributable Code. In addition to the license granted in Section 1, MultiMedia Soft 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 OCX ("OCX") Control; (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 MultiMedia Soft'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 MultiMedia Soft 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.

LIMITED WARRANTY. EXCEPT WITH RESPECT TO REDISTRIBUTABLES, WHICH ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, MULTIMEDIA SOFT WARRANTS THAT THE SOFTWARE WILL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE ACCOMPANYING ONLINE HELP MATERIALS.

NO OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MULTIMEDIA SOFT DISCLAIMS 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 MULTIMEDIA SOFT 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 MULTIMEDIA SOFT 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.