SAX SOFTWARE LICENSE AGREEMENT

This is a legal agreement between you (either an individual or an entity) and Sax Software Corporation ("Sax Software"). By installing the enclosed software, you are agreeing to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, promptly return the software and the accompanying items to the place you obtained them for a full refund. If you need to return the software, you must prepay shipping and either insure the package or assume all risk of loss or damage in transit.

SAX SOFTWARE LICENSE

- 1. **GRANT OF LICENSE TO USE.** The Sax Software product that accompanies this license is referred to herein as "SOFTWARE." Sax Software Corporation ("Sax Software") grants to you as an individual, a personal, non-exclusive license to make and use the SOFTWARE for the sole purpose of designing, developing, and testing your software product(s). Sax Software grants to you the limited right to use only one copy of the Software on a single computer in the manner set forth in this agreement. If you are an entity, Sax Software grants you the right to designate one individual within your organization to have the right to use the SOFTWARE in the manner provided above. Sax Software reserves all rights not expressly granted.
- 2. **SUBSCRIPTION UPDATES.** Upon receipt of future subscription updates of the SOFTWARE (an "UPDATE"), you may use or transfer the UPDATE only in conjunction with your then-existing SOFTWARE. The SOFTWARE and all UPDATES are licensed as a single product, and the UPDATES may not be separated from the SOFTWARE for use by more than one user at any time.
- 3. COPYRIGHT. The SOFTWARE is owned by Sax Software or its suppliers and is protected by United States copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE like any other copyrighted material (e.g., a book or musical recording). You may not use or copy the SOFTWARE or any accompanying written materials for any purposes other than what is described in this Agreement.
- 4. OTHER RESTRICTIONS. You may not rent or lease the SOFTWARE, but you may transfer the SOFTWARE and accompanying written materials on a permanent basis, provided you retain no copies and the recipient agrees to the terms of this Agreement. You may not reverse-engineer, decompile, or disassemble the SOFTWARE except to the extent such foregoing restriction is expressly prohibited by applicable law.
- 5. SAMPLE CODE. In addition to the rights granted in section 1, Sax Software grants you the right to use and modify the source code version of the included Sample Code for the sole purpose of designing, developing, and testing your software products, and to reproduce the sample code, along with any modifications thereof, only in object-code form, provided that you comply with Section 7.
- 6. **REDISTRIBUTABLE CODE.** In addition to the rights granted in Section 1, Sax Software grants you additional rights to the SOFTWARE designated as "Redistributable Code". The Redistributable Code files, if any, and the rights associated with each of them, subject to Section 7, are identified in the online documentation that accompanies this product.
- 7. **DISTRIBUTION REQUIREMENTS.** You are authorized to redistribute the Sample Code and/or Redistributable Code, (collectively "REDISTRIBUTABLE COMPONENTS") as described in Sections 5 and 6 above, only if you (a) distribute them in conjunction with and as part of your software product that adds primary and significant functionality to the REDISTRIBUTABLE COMPONENTS; (b) do not permit further redistribution of the REDISTRIBUTABLE COMPONENTS by your end-user customers; (c) do not use Sax Software's name, logo, or trademarks to market your software application product; (d) include a valid copyright notice on your software product; (e) include Sax Software's copyright notice near every occurrence of your own copyright notice on the product; and (f) agree to indemnify, hold harmless, and defend Sax Software from and against any claims or lawsuits, including attorney's fees, that arise or result from the use or distribution of your software product. Sax Software reserves all rights not expressly granted. The license in this section to distribute REDISTRIBUTABLE COMPONENTS is royalty-free, provided that you do not make any modifications to any of the REDISTRIBUTABLE COMPONENTS. Contact Sax Software for the applicable royalties due and other licensing terms for all other uses and/or distribution of the REDISTRIBUTABLE COMPONENTS.
- 8. **EXPORT RESTRICTIONS.** You agree that neither you nor your customers intend to or will, directly or indirectly, export or transmit (a) the SOFTWARE or related documentation and technical data or (b) your software products as described in Section 7 of this Agreement (or any part thereof), or any process or service that is the direct product of the SOFTWARE to any country to which such export or transmission is restricted by any applicable U.S. regulation or statute, without the prior written consent, if required, of the Bureau of Export Administration of the U.S. Department of Commerce, or such other governmental entity as may have jurisdiction over such export or transmission.

LIMITED WARRANTY

NO WARRANTIES. Sax Software expressly disclaims any warranty for the SOFTWARE. The SOFTWARE and any related documentation is provided "as is" without warranty of any kind, either express or implied, including, without limitation, the implied warranties or merchantability or fitness for a particular purpose. The entire risk arising out of use or performance of the SOFTWARE remains with you.

CUSTOMER REMEDIES. Sax Software's entire liability and your exclusive remedy shall not exceed the price paid for the SOFTWARE.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. In no event shall Sax Software or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruptions, loss of business information, or any other pecuniary loss) arising out of the use or inability to use this Sax Software product, even if Sax Software has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

This Agreement is governed by the laws of the State of Oregon.