

Software License Agreement

IMPORTANT, PLEASE READ CAREFULLY: THIS IS A LEGAL AGREEMENT BETWEEN YOU AND ONSET COMPUTER CORPORATION (the "Licensor"). BY INSTALLING, COPYING, OR OTHERWISE USING THIS SOFTWARE , OR AUTHORIZING ANOTHER PERSON TO DO SO, YOU ARE AGREEING UNCONDITIONALLY TO BE BOUND BY THE TERMS OF THIS LICENSE AGREEMENT, EVEN IF THIS LICENSE AGREEMENT IS DEEMED A MODIFICATION OF ANY PREVIOUS ARRANGEMENT OR CONTRACT. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE AGREEMENT, DO NOT INSTALL OR USE THE SOFTWARE AND RETURN THE SOFTWARE WITHIN 60 DAYS OF PURCHASE TO THE PLACE YOU PURCHASED IT FOR A FULL REFUND.

1. DEFINITIONS. For the purposes of this License Agreement, the "Software" refers to the computer software and associated media, printed materials, and "online" or electronic documentation, including any and all executable files, tutorials, help files, utilities, images, graphics, animation, video, audio, text and other files that accompany this product.

2. GRANT OF LICENSE AND RESTRICTIONS. This Onset Computer Corporation License Agreement grants you a non-exclusive license to install and use one copy of the enclosed version Software on a single computer and a single terminal. The primary user of the computer on which the Software is installed may make a second copy for his or her exclusive use on a portable computer and/or home computer.

The Software is owned by Onset Computer Corporation and is protected by United States copyright laws, international copyright treaties, and all other applicable national laws. Title, ownership rights and intellectual property rights in and to the Software shall remain with Onset Computer Corporation. The Software is licensed, not sold. There is no transfer to you of any title to or ownership of the Software and this license shall not be construed as a sale of any right in the Software. You may not make additional copies of the Software, except as provided for above. You may not give copies to another person, or duplicate the Software by any other means including electronic transmission. You may not copy any printed materials accompanying the Software, and you may not print copies of any user documentation. The Software contains trade secrets, and in order to protect them you may not decompile, reverse engineer, disassemble, or otherwise reduce the Software to human perceivable form. You may not modify, adapt, translate, rent, sublicense, assign, lease, loan, resell for profit, distribute or network the Software, disk, or related materials or create derivative works based upon the Software or any part thereof.

3. OTHER RESTRICTIONS. The Software is licensed as a single product and its component parts may not be separated for use on more than one computer.

4. SUPPORT. Support for the Software is provided by the company where you purchased it.

5. **MEDIUM WARRANTY.** The sole warranty regarding the Software and related materials is that the original medium on which the Software is provided, whether optical disk or other form of storage medium, is free from physical defects in material and workmanship assuming proper use, for a period of ninety (90) days from date of purchase. If such defect occurs during this period, you may return your faulty disk to Licensor, along with a dated proof of purchase; Licensor will replace it free of charge. If the Software was downloaded from Licensor's Web site and you believe that the image file is defective, please contact Licensor for a replacement copy, within ninety (90) days of purchase.

6. **DISCLAIMER OF WARRANTY.** Except for the express warranty of the original medium set forth above, the Software is furnished "as is," and to the maximum extent permitted by applicable law, Licensor disclaims all other warranties including all warranties of any kind, express or implied, by statute or otherwise, regarding the Software disk and related materials, including without limitation, warranties of merchantability or fitness for a particular purpose, quality, or noninfringement. Some states do not allow the exclusion of implied warranties, so in that case, the exclusions of implied warranties may not apply to you. In that event, any implied warranties are limited in duration to ninety (90) days from the date of the purchase of the Software. Onset Computer Corporation does not warrant that the functions of the Software will meet the purchaser's requirements, that it is free from errors, or that its operation will be uninterrupted. Licensor is not responsible for problems caused by accident, abuse, mishandling, alteration, or improper use.

7. **LIMITATION OF LIABILITY.** In no event shall Onset Computer Corporation be liable for loss of profits or indirect, consequential, incidental, special or other similar damages arising out of any use of or inability to use this Software, under any theory of liability, including but not limited to breach of warranty, negligence, strict liability, or any other legal theory.

The Purchaser's sole remedy and the limit of Onset Computer Corporation's liability for any loss whatsoever shall not exceed the Purchaser's price of this product, the Software. The determination of suitability of the Software to the specific needs of the Purchaser is solely the Purchaser's responsibility. No information or advice given by Onset, its agents or employees shall create a warranty of any kind. The limitations of damages set forth above are a fundamental basis of the contract between the Licensor and you. The Licensor would not be able to provide this product on an economic basis without such limitations.

8. **INDEMNIFICATION.** Products supplied by Onset Computer Corporation are not designed, intended, or authorized for use as components intended for surgical implant or ingestion into the body or other applications involving life-support, or for any application in which the failure of the Onset-supplied product could create or contribute to a situation where personal injury or death may occur. Products supplied by Onset are not designed, intended, or authorized for use in or with any nuclear installation or activity. Products

supplied by Onset Computer Corporation are not designed, intended, or authorized for use in any aeronautical or related application. Should any Onset-supplied product or equipment be used in any application involving surgical implant or ingestion, life-support, or where failure of the product could lead to personal injury or death, or should any Onset-supplied product or equipment be used in or with any nuclear installation or activity, or in or with any aeronautical or related application or activity, Purchaser will indemnify Onset Computer Corporation and hold Onset Computer Corporation harmless from any liability or damage whatsoever arising out of the use of the product and/or equipment in such manner.

9. MISCELLANEOUS. You acknowledge that, in providing you with this Software, the Licensor has relied upon your agreement to be bound by the terms of this License Agreement. You further acknowledge that you have read, understood, and agreed to be bound by the terms of this License Agreement and thereby reaffirm your acceptance of those terms. You further acknowledge that this License Agreement constitutes the complete agreement between you and the Licensor, and that this License Agreement does not include any prior or contemporaneous promises, representations or descriptions regarding the software. This License Agreement does not limit any rights that the Licensor may have under trade secret, copyright, patent, or other laws that may be available to it. The agents, employees, distributors, and dealers of the Licensor are not authorized to make modifications to this License Agreement, or to make any additional representations, commitments, or warranties binding on the Licensor. Accordingly, additional statements such as dealer or other advertising or presentations, whether oral or written, do not constitute representations or warranties by the Licensor and should not be relied upon. This License Agreement may be modified only in writing. If any provision of this License Agreement is invalid or unenforceable under applicable law, it is to that extent deemed omitted and the remaining provisions shall continue in full force and effect. The validity and performance of this License Agreement shall be governed by Massachusetts law, except as to copyright and trademark matters, which are governed by federal law. This Agreement is deemed entered into at Bourne, Massachusetts and jurisdiction for resolution of any disputes shall reside solely in the Commonwealth of Massachusetts.