

CASTLE ROCK COMPUTING, INC. SOFTWARE LICENSE AGREEMENT

READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE OPENING THE SOFTWARE DISKETTES. IF YOU DO NOT ACCEPT THEM, PROMPTLY RETURN THE UNOPENED PACKAGE AND YOUR MONEY WILL BE REFUNDED.

COPYRIGHT. The enclosed computer program (SOFTWARE) and its documentation are owned by Castle Rock Computing, Inc. and/or its suppliers and are protected by United States copyright laws and international treaty provisions.

GRANT OF LICENSE. YOU MAY: (a) make up to the number of copies of the SOFTWARE for which you have paid license fees and received serial numbers. (There is a serial number associated with each copy of the software licensed.); (b) use up to the number of copies of the SOFTWARE that you have made in accordance with (a) above; (c) physically transfer copies of the SOFTWARE and accompanying serial number[s] on a permanent basis provided that a copy of this Agreement accompanies each copy of the SOFTWARE and that the recipient agrees to be bound by the terms of this Agreement and that the copyright notice is reproduced and included on a label on any copy; (d) make copies of the SOFTWARE solely for purposes of backup.

YOU MAY NOT: (a) rent or lease this SOFTWARE; (b) translate, reverse engineer, decompile, or disassemble this SOFTWARE, and you may not remove or obscure Castle Rock copyright or trademark notices; (c) ship or transmit (directly or indirectly) any copies of the SOFTWARE, or any technical data in the SOFTWARE or its media, or any direct product thereof, to any country of destination prohibited by the United States Government; (d) copy the written materials accompanying the SOFTWARE.

TERM. Your license remains effective until terminated. You can terminate it at any other time by destroying the SOFTWARE in any form. Your license will automatically terminate without notice if you fail to comply with any term or condition of this Agreement. Upon any termination you must destroy all copies of the SOFTWARE in any form.

LIMITED WARRANTY. With respect to the physical diskette(s) and physical documentation, Castle Rock warrants the same to be free from defects in materials and workmanship for a period of sixty (60) days from the date of purchase. In the event Castle Rock receives written notice from you of defects in materials or workmanship within such 60-day period, Castle Rock will replace the defective diskette(s) or documentation. CASTLE ROCK DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE AND THE ACCOMPANYING WRITTEN MATERIALS. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS WHICH VARY FROM STATE TO STATE. IN NO EVENT SHALL CASTLE ROCK OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THIS CASTLE ROCK PRODUCT, EVEN IF CASTLE ROCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

U. S. GOVERNMENT RESTRICTED RIGHTS. This 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. Contractor/manufacturer is Castle Rock Computing, Inc., 12930 Saratoga Avenue, Suite C-6, Saratoga, CA 95070-4661. This agreement is governed by the laws of the State of California.

YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND EVERY PROVISION IN THIS AGREEMENT AND ACCEPT ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND CASTLE ROCK COMPUTING, INC. AND SUPERSEDES ANY EARLIER PROPOSAL OR PRIOR ARRANGEMENT, WHETHER ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATIVE TO THE SUBJECT MATTER OF THIS AGREEMENT.
(2008)