

END-USER LICENSE AGREEMENT FOR WWW-SHARP.CLRHOST

IMPORTANT-READ CAREFULLY: This Software End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and the mentioned author (Viatcheslav V. Vassiliev, "AUTHOR") of this Software for the software product identified above, which may include computer software, associated media, printed materials, and "online" or electronic documentation ("SOFTWARE"). By downloading, installing, copying, or otherwise using the SOFTWARE, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install or use the SOFTWARE.

The SOFTWARE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Author owns the title, copyright and other intellectual property rights in the SOFTWARE. The SOFTWARE is licensed, not sold.

1. GRANT OF LICENSE. This EULA grants you the following rights:

a. General. You may install and use any number of copies of the SOFTWARE on any number of computers, including workstations, terminals or other digital electronic devices, for the purpose of designing, developing and testing your application(s) which work in conjunction with SOFTWARE.

b. Sample Code. You may modify the portions of the SDK designated as "Sample Code" for the purpose of designing, developing and testing your Application.

c. Redistribution of SOFTWARE. You may copy and redistribute any file that is placed in `redist` folder while installation of the product. You may not redistribute other file or SOFTWARE in its entirety or any part of SOFTWARE that is not placed in `redist` folder by installation process. All redistribution are subject to the following restrictions and limitations:

(i) If you redistribute the SOFTWARE, your copy must be a true copy of the SOFTWARE, including AUTHOR's set up and all copyright notices, logos, end user license agreement and/or trademarks that appear in the SOFTWARE as received from AUTHOR;

(ii) If you redistribute the SOFTWARE in conjunction with your Application, your Application must include a valid copyright notice in your own name, which notice shall be sufficient to protect AUTHOR's copyright in the SOFTWARE;

(iii) If you redistribute the SOFTWARE in conjunction with your Application, and if your Application does not display AUTHOR's end user license agreement to your end user, then your Application must be accompanied by license terms that are at least as restrictive as, and as protective of AUTHOR as, those contained in this EULA;

(iv) You shall not use AUTHOR's name, logo or trademarks to market your Application;

(v) You shall not modify or alter the SOFTWARE in any way;

(vi) You shall not redistribute individual parts or files of the SOFTWARE; you must redistribute the SOFTWARE in its entirety;

(vii) You agree to indemnify, hold harmless and defend Author from and against any claims or lawsuits, including reasonable attorneys' fees, which arise or result from your distribution of the SOFTWARE and/or your Application.

d. Redistribution of Sample Code as Modified by You. You may copy and redistribute any Sample Code that you have modified as described in Section 1(b) above and incorporated into your Application, in both source code form and object code form, subject to the following restrictions and limitations:

(i) You shall distribute the modified Sample Code only in conjunction with and as part of an Application that adds significant and primary functionality to the Sample Code;

(ii) You shall not use AUTHOR's name, logo or trademarks to market your Application;

(iii) You shall to include a valid copyright notice in your own name in your Application, which notice shall be sufficient to protect AUTHOR's copyright in the modified Sample Code; and

(iv) You agree to indemnify, hold harmless and defend AUTHOR from and against any claims or lawsuits including reasonable attorneys' fees, which arise or result from the use or distribution of the modified Sample Code and/or your Application.

e. Identified Software. Your license rights to the SOFTWARE are conditioned upon your (a) not incorporating Identified Software into, or combining Identified Software with, the SOFTWARE, or a derivative work thereof; (b) not distributing Identified Software in conjunction with the SOFTWARE; and (c) not using Identified Software in the development of a derivative work of the SOFTWARE. "Identified Software" means software which is licensed pursuant to terms that directly or indirectly (i) create, or purport to create, obligations for AUTHOR with respect to the SOFTWARE or derivative work thereof or (ii) grant, or purport to grant, to any third party any rights or immunities under AUTHOR's intellectual property or proprietary rights in the SOFTWARE or derivative work thereof. Identified Software includes, without limitation, any software that requires as a condition of use, modification and/or distribution of such software that other software incorporated into, derived from or distributed with such software be (a) disclosed or distributed in source code form; (b) be licensed for the purpose of making derivative works; or (c) be redistributable at no charge.

f. Reservation of Rights. AUTHOR reserves all rights not expressly granted herein.

2. LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY. You may not reverse engineer, decompile, or disassemble the SOFTWARE, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

3. NO RENTAL. You may not rent, lease, or lend the SOFTWARE.

4. SUPPORT SERVICES. In the event AUTHOR does provide you with support services related to the SOFTWARE ("Support Services"), use of such Support Services is governed by the AUTHOR policies and programs described in the user manual, in "online" documentation, and/or in other AUTHOR-provided materials. Any supplemental software code provided to you as part of the Support Services shall be considered part of the SOFTWARE and subject to the terms and conditions of this EULA. With respect to technical information you provide to AUTHOR as part of the Support Services, AUTHOR may use such information for its business purposes, including for product support and development. AUTHOR will not utilize such technical information in a form that personally identifies you.

5. TERMINATION. Without prejudice to any other rights, AUTHOR may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the SOFTWARE and all of its component parts.

6. INTELLECTUAL PROPERTY RIGHTS. All title and intellectual property rights in and to the SOFTWARE (including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the SOFTWARE), and any copies you are permitted to make herein are owned by AUTHOR or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of the SOFTWARE is the property of the respective content owner and may be protected by applicable copyright or

other intellectual property laws and treaties. This EULA grants you no rights to use such content.

7. DISCLAIMER OF WARRANTIES. To the maximum extent permitted by applicable law, AUTHOR and its suppliers provide the SOFTWARE and any (if any) Support Services AS IS AND WITH ALL FAULTS, and hereby disclaim all warranties and conditions, either express, implied or statutory, including, but not limited to, any (if any) implied warranties or conditions of merchantability, of fitness for a particular purpose, of lack of viruses, of accuracy or completeness of responses, of results, and of lack of negligence or lack of workmanlike effort, all with regard to the SOFTWARE, and the provision of or failure to provide Support Services. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT, WITH REGARD TO THE SOFTWARE. THE ENTIRE RISK AS TO THE QUALITY OF OR ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE AND SUPPORT SERVICES, IF ANY, REMAINS WITH YOU.

8. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL AUTHOR OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF AUTHOR OR ANY SUPPLIER, AND EVEN IF AUTHOR OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. LIMITATION OF LIABILITY AND REMEDIES. Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of AUTHOR and any of its suppliers under any provision of this EULA and your exclusive remedy for all of the foregoing shall be limited to the greater of the amount actually paid by you for the SOFTWARE or U.S.\$0.02. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

10. ENTIRE AGREEMENT. This EULA (including any addendum or amendment to this EULA which is included with the SOFTWARE) is the entire agreement between you and AUTHOR relating to the SOFTWARE and the Support Services (if any) and it supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the SOFTWARE or any other subject matter covered by this EULA. To the extent the terms of any AUTHOR policies or programs for Support Services conflict with the terms of this EULA, the terms of this EULA shall control.

11. QUESTIONS? Should you have any questions concerning this EULA, or if you desire to contact AUTHOR for any reason, please write: licensing@www-sharp.com.