

This Software License Agreement (the "Agreement") is a legal agreement between you, the end-user, and New Virtual Research, Inc. In this Agreement "Software" shall mean the all machine readable software programs and associated files in this distribution of BorderMania Pro and any modified version, upgrades and other copies of such programs and files. Also in this Agreement "pro features" shall mean any operating features of BorderMania Pro which require a temporary evaluation license or permanent license for operation. The pro features include but are not limited to: 1) color mode support other than RGB; 2) advanced image preview with preview select control; 3) control settings history; 4) anti-alias controls. By continuing installation of the Software, by loading or running the Software, or by placing or copying the Software onto your computer hard drive, you are agreeing to be bound by the terms of this Agreement.

1. LICENSE. For purposes of this section, "use" means loading the Software into RAM, as well as installation on a hard disk or other storage device. New Virtual Research, Inc. grants to you the non-exclusive right to use the Software on a single central processing unit free of charge for a 30 day evaluation period. After the evaluation period a permanent license must be obtained for a fee from New Virtual Research, Inc. for continued use of the Software pro features. Continued use of all other Software features that are not pro features is permitted indefinitely free of charge. Each central processing unit upon which the Software is used, whether such central processing unit is a stand-alone computer, a networked computer or terminal or a terminal on a multiuser computer must have a separately licensed copy of the Software. You may not modify, translate, disassemble, decompile, reverse engineer, or create derivative works based upon the Software. You agree that the Software will not be shipped, transferred or exported into any country in violation of the U.S. Export Administration Act and that you will not utilize, in any other manner, the Software in violation of any applicable law.

2. COPYRIGHT. The Software is owned by New Virtual Research, Inc. and is protected by United States copyright laws and international treaty provisions. You must treat the Software like any other copyrighted material except that you may make copies of the Software to give to other persons subject to the terms and conditions of this Agreement. You may not charge or receive any consideration from any other person for the receipt or use of the Software without receiving New Virtual Research, Inc.'s prior written consent. You agree to use your best efforts to see that any user of the Software licensed hereunder complies with this Agreement.

3. TRANSFERS. You may physically transfer the Software from one of your computers to another provided that the Software is used on only one computer at a time. You may not distribute copies of the Software or accompanying written materials to others except for the purposes of evaluation. You may not transfer the permanent license number to anyone without the prior written consent of New Virtual Research, Inc. In no event may you transfer, assign, rent, lease, sell or otherwise dispose of the Software on a temporary basis.

4. LIMITED WARRANTY. New Virtual Research, Inc. warrants that if properly installed and operated on a computer for which it is designed, the Software will perform substantially in accordance with its designed purpose for an indefinite period of time. New Virtual Research Inc.'s entire liability and your exclusive remedy shall be to discontinue use of the Software and to remove the Software from the computer on which it is installed.

5. NO OTHER WARRANTIES. NEW VIRTUAL RESEARCH, INC. DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SOFTWARE AND THE ACCOMPANYING WRITTEN MATERIALS, IF ANY. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS WHICH VARY FROM JURISDICTION TO JURISDICTION. NEW VIRTUAL RESEARCH, INC. DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED, ERROR FREE OR MEET LICENSEE'S SPECIFIC REQUIREMENTS. THE WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES WHETHER ORAL OR WRITTEN. THE AGENTS, EMPLOYEES, DISTRIBUTORS, AND DEALERS OF NEW VIRTUAL RESEARCH, INC. ARE NOT AUTHORIZED TO MAKE MODIFICATIONS TO THIS WARRANTY, OR ADDITIONAL WARRANTIES ON BEHALF OF NEW VIRTUAL RESEARCH, INC. ADDITIONAL STATEMENTS SUCH AS DEALER ADVERTISING OR PRESENTATIONS, WHETHER ORAL OR WRITTEN, DO NOT CONSTITUTE WARRANTIES BY NEW VIRTUAL RESEARCH, INC. AND SHOULD NOT BE RELIED UPON.

6. EXCLUSIVE REMEDIES. You agree that your exclusive remedy against New Virtual Research, Inc., its affiliates, contractors, suppliers, and agents for loss or damage caused by any defect or failure in the Software

regardless of the form of action, whether in contract, tort, including negligence, strict liability or otherwise, shall be to discontinue use of the Software. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Copyright and other proprietary matters will be governed by United States laws and international treaties. IN ANY CASE, NEW VIRTUAL RESEARCH, INC. SHALL NOT BE LIABLE FOR LOSS OF DATA, LOSS OF PROFITS, LOST SAVINGS, SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR OTHER SIMILAR DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR OTHER LEGAL THEORY EVEN IF NEW VIRTUAL RESEARCH, INC. OR ITS AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

7. GENERAL PROVISIONS. Neither this Agreement nor any part or portion hereof shall be assigned or sublicensed, except as described herein. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions shall not be affected thereby. If any provision is determined to be unenforceable, you agree to a modification of such provision to provide for enforcement of the provision's intent, to the extent permitted by applicable law. Failure of a party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision. If you fail to comply with any terms of this Agreement, YOUR LICENSE IS AUTOMATICALLY TERMINATED.

8. ACKNOWLEDGMENT. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, YOU UNDERSTAND THIS AGREEMENT, AND UNDERSTAND THAT BY CONTINUING THE INSTALLATION OF THE SOFTWARE, BY LOADING OR RUNNING THE SOFTWARE, OR BY PLACING OR COPYING THE SOFTWARE ONTO YOUR COMPUTER HARD DRIVE, YOU AGREE TO BE BOUND BY THIS AGREEMENT'S TERMS AND CONDITIONS. YOU FURTHER AGREE THAT, EXCEPT FOR WRITTEN SEPARATE AGREEMENTS BETWEEN NEW VIRTUAL RESEARCH, INC. AND YOU, THIS AGREEMENT IS A COMPLETE AND EXCLUSIVE STATEMENT OF THE RIGHTS AND LIABILITIES OF THE PARTIES. THIS AGREEMENT SUPERSEDES ALL PRIOR ORAL AGREEMENTS, PROPOSALS OR UNDERSTANDINGS, AND ANY OTHER COMMUNICATIONS BETWEEN NEW VIRTUAL RESEARCH AND YOU RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.