# LICENSE AGREEMENT

IMPORTANT -- READ CAREFULLY BEFORE INSTALLING THE SOFTWARE. By installing this software, you indicate your acceptance of the following License Agreement.

This software is owned by CAM Development ("CAM").

This is a legal agreement between you (either an individual or an entity) and CAM. Use of this software constitutes acceptance of the terms of this agreement. If you do not agree to the terms of this agreement you may not install this software on your computer.

#### 1. GRANT OF LICENSE

The enclosed software program (the "Licensed Software") may be used only by the registered owner. You may use one copy of the software product identified above, which includes "online" or electronic documents (the "SOFTWARE") on a single computer. The SOFTWARE is in "use" on a computer when it is loaded into temporary memory (i.e. RAM) or installed into permanent memory (e.g., hard disk, CD-ROM, or other storage device) of that computer.

#### 2. COPYRIGHT

The Licensed Software is owned by CAM and is protected by United States copyright laws and international treaty provisions. Therefore, you must treat the Licensed Software like any other copyrighted material (e.g., a book or musical recording), except that you may either (i) make one copy of the Licensed Software solely for backup or archival purposes, provided you reproduce and include the copyright and trademark notices contained on the original disk labels on such backup copy, or (ii) transfer the Licensed Software to a single hard disk, provided you keep the original solely for backup or archival purposes. You may not copy any written materials accompanying the Licensed Software.

### 3. OTHER RESTRICTIONS

- a. You may not use, copy, or modify the files containing the licensed software, or any backup copy, in whole or in part, or translate such files into any other file format or language, except as expressly provided for in this agreement. You may not rent, lease or sublicense the Licensed Software, but you may transfer the Licensed Software and accompanying written materials on a permanent basis, provided you retain no copies, the recipient agrees to the terms of this License Agreement, immediately contacts CAM to inform CAM of such transfer and pays to CAM a transfer fee in an amount to be determined by CAM and in effect at the time in question. Upon such transfer, your license under this License Agreement is automatically terminated.
- b. You may not reverse engineer, decompile or disassemble the Licensed Software for any purpose whatsoever.

#### 4. TERM

Your license is effective upon installing the Licensed Software. You may terminate it at any time by destroying the Licensed Software together with all copies. It will also terminate upon conditions set forth elsewhere in this Agreement or if you fail to comply with any term or condition of this Agreement. You agree upon such termination to destroy all copies of the Licensed Software in any form in your possession or under your control.

## 5. LIMITED WARRANTY

CAM warrants that for a period of thirty (30) days from the date of receipt, the Licensed Software will perform substantially in accordance with the accompanying materials. THE FOREGOING IS THE SOLE AND EXCLUSIVE WARRANTY OFFERED BY CAM. CAM DISCLAIMS ALL OTHER WARRANTIES,

EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE LICENSED SOFTWARE AND ALL ACCOMPANYING MATERIALS.

#### 6. CUSTOMER REMEDY

CAM's entire liability and your exclusive remedy shall be, at CAM's option, either (a) return the price paid, or (b) repair or replacement the Licensed Software that does not meet CAM's Limited Warranty and which is returned within the warranty period. The Limited Warranty is void if failure of the Licensed Software has resulted from accident, abuse or misapplication. Any replacement of Licensed Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

If the Licensed Software was not purchased directly from CAM you must return the Licensed Software to the place of purchase for warranty coverage.

#### 7. DISCLAIMER OF DAMAGES

You assume responsibility for, among other things, (i) the selection of the Licensed Software to achieve your intended results, (ii) the acquisition of other software (including any programming or operating system software) and/or equipment compatible with the Licensed Software, and (iii) the installation, use and results obtained from the Licensed Software. Further, inasmuch as the price paid for the license rights granted to you to use the Licensed Software may be substantially disproportionate to the value of products to be used in conjunction with the Licensed Software, and for the express purpose of limiting the liability against CAM to an extent which is reasonably proportionate to the commercial value of this transaction, you agree that, to the maximum extent permitted by law, CAM shall in no event be liable for any damages whatsoever (including without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use or inability to use the Licensed Software, whether direct, indirect, incidental, consequential, special or otherwise, REGARDLESS OF THE FORM OF ACTION, even if CAM has been advised of the possibility of such damages.

### 8. GENERAL

- a. This License is personal between you and CAM. It is not transferable and any attempt by you to rent, lease, sublicense, assign or transfer any of the rights, duties or obligations hereunder, except as provided in Section 3, above, is void. This Agreement and the conduct of the parties hereto shall be governed by the laws of the State of New York, county of Suffolk.
- b. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND CAM WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN YOU AND CAM OR CAM'S AGENT(S) RELATING TO THE LICENSED SOFTWARE.