

U&I SOFTWARE SOFTWARE LICENSE AGREEMENT

U&I Software is willing to license the enclosed MetaSynth and Xx software ("Software") only upon the condition that you accept all the terms of this Agreement. If you do not agree to these terms, then U&I is unwilling to license the Software to you, in which event you must return immediately, and in no case later than ten (10) days from the date of purchase, the unopened diskette package (and accompanying items including manual, other documentation and container) together with your proof of purchase, to the place from which it was acquired for a refund.

LICENSE: You may use the enclosed Software on a single computer. The Software is in use when it is installed into permanent memory (such as a hard disk or other storage device) or loaded into temporary memory (RAM) of that computer.

RESTRICTIONS: You may not transfer, modify, rent, lease, loan, resell, distribute, network, electronically transmit or merge the Software. You may also not reverse engineer, decompile or disassemble the Software, or otherwise attempt to discover the Software source code. You are not permitted to copy the Software (except to make an archival copy for back-up purposes) or any of the accompanying documentation. Any attempt to transfer any of the rights, duties or obligations hereunder except as expressly provided for in this Agreement is void.

COPYRIGHT: The Software (including audio, music, text, images and animations incorporated into the Software) and accompanying documentation are owned by U&I or its suppliers and are protected by United States copyright laws and international treaties. Unauthorized reproduction or distribution of the software or documentation is subject to civil and criminal penalties.

LIMITED WARRANTY: U&I warrants for the period of thirty (30) days from the date of delivery of the Software to you, as evidenced by a copy of your receipt, that: (1) The Software will perform substantially in accordance with the user documentation provided by U&I. Your sole remedy under this warranty is that U&I will, at its option, either repair or replace the Software which does not meet this Limited Warranty, or refund to you the money paid for the Software. U&I does not warrant that the Software will meet your requirements, that operation of the Software will be uninterrupted or error-free, or that all software errors will be corrected. (2) The medium on which the Software is furnished will be free from defects in materials and workmanship under normal use. U&I will, at its option, either repair or replace the faulty medium at no charge to you, provided you return the faulty medium with proof of purchase to U&I.

This Limited Warranty is void if any failure of the Software or any damage to the medium is due to accident, disaster, abuse, misapplication, modification of the Software and/or violation of any of the terms of the License Agreement.

The above warranties are exclusive and in lieu of all other warranties, express or implied, and U&I expressly disclaims all other warranties,

including the implied warranties of merchantability, fitness for a particular purpose and non-infringement. No oral or written information or advice given by U&I, its employees, dealers, resellers, distributors or agents shall increase the scope of the above warranties or create any new warranties. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. In that event, any implied warranties are limited in duration to thirty (30) days from the date of delivery of the software. This warranty gives you specific legal rights. You may have other rights, which vary from state to state.

LIMITATION OF REMEDIES: U&I entire liability to you and your exclusive remedy shall be the repair or replacement of the Software, the repair or replacement of the Software medium, or the refund of your purchase price, as set forth above. In no event shall U&I's liability to you or any third party exceed the purchase price paid for the Software.

Regardless of whether any remedy set forth herein fails of its essential purpose, in no event will U&I or its authorized dealers, resellers or distributors be liable to you (1) for any damages, including any lost profits, lost data, other incidental or consequential damages, arising out of the use or inability to use the Software or any data supplied therewith, even if U&I has been advised of the possibility of such damages, or (2) for any claim by any other party. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages so the above limitation or exclusion may not apply to you.

GENERAL: This Agreement will be governed by the laws of the State of California, except for that body of law dealing with conflicts of law. If any provision of this Agreement is held to be unenforceable, that provision will be removed and the remaining provisions will remain in full force. This Agreement is the complete and exclusive statement of the agreement between us which supersedes any proposal or prior agreement, oral or written, and any other communications between us in relation to the subject matter of this Agreement. If you have any questions concerning this Agreement, you may contact U&I by emailing webmaster@uisoftware.com. MetaSynth and Xx are trademarks of U&I.

By clicking "Accept", you acknowledge that you have read this Agreement, understand it, and agree to be bound by its terms.