

## **FinePrint - PRODUCT LICENSE INFORMATION**

NOTICE TO USERS: CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT. USE OF THE FINEPRINT SOFTWARE PROVIDED WITH THIS AGREEMENT (THE "SOFTWARE") CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL AND/OR USE THIS SOFTWARE. USER'S USE OF THIS SOFTWARE IS CONDITIONED UPON COMPLIANCE BY USER WITH THE TERMS OF THIS AGREEMENT.

1. **LICENSE GRANT.** FinePrint Software, LLC grants you a license to use the FINEPRINT software program (the "SOFTWARE") on any computer as long as the terms of this agreement are respected. "You" means the company, entity, or individual installing or using the SOFTWARE. "Use" means storing, loading, installing, executing, or displaying the SOFTWARE. You may not modify the SOFTWARE or disable any licensing or control features of the SOFTWARE except as an intended part of the SOFTWARE's programming features. This license is not transferable to any other hardware product or other company, entity, or individual.

2. **OWNERSHIP.** The SOFTWARE is owned and copyrighted by FinePrint Software. Your license confers no title or ownership in the SOFTWARE and should not be construed as a sale of any right in the SOFTWARE.

3. **COPYRIGHT.** The SOFTWARE is protected by United States copyright law and international treaty provisions. You acknowledge that no title to the intellectual property in the SOFTWARE is transferred to you. You further acknowledge that title and full ownership rights to the SOFTWARE will remain the exclusive property of FinePrint Software, LLC and you will not acquire any rights to the SOFTWARE except as expressly set forth in this license. You agree that any copies of the SOFTWARE will contain the same proprietary notices which appear on and in the SOFTWARE.

4. **UNAUTHORIZED USE.** You may not use, copy, rent, lease, sell, modify, decompile, disassemble, otherwise reverse engineer, or transfer the SOFTWARE except as provided in this agreement. Any such unauthorized use shall result in immediate and automatic termination of this license.

5. **BUNDLING.** In no case may the SOFTWARE be bundled with hardware or other non-shareware software without written permission from FinePrint Software, LLC (16 Napier Lane, San Francisco, CA 94133).

6. **DISTRIBUTION.** Provided that you verify that you are distributing the trial version of the SOFTWARE you are hereby licensed to make as many copies of the Freeware/trial package of the SOFTWARE as you wish; give exact copies of the original Freeware/trial package of the SOFTWARE to anyone; and distribute the Freeware/trial package of the SOFTWARE in its unmodified form via electronic means (Internet, BBS's, Shareware distribution libraries, CD-ROMs, etc.). You may charge a distribution fee for the package, but you must not represent in any way that you are selling the software itself.

Distribution of the commercial version (i.e. neither trial nor Freeware) is forbidden.

All distribution of SOFTWARE is further restricted with regard to sources which also distribute virus source code and related virus construction/creation materials. The SOFTWARE may not be made available on any site, CD-ROM, or with any package which makes available or contains viruses, virus source code, virus construction programs, or virus creation material.

Permission to distribute the SOFTWARE is not transferable, assignable, saleable, or franchisable. Each entity wishing to distribute the package must independently satisfy the terms of the distribution license.

7. **U.S. GOVERNMENT INFORMATION.** Use, duplication, or disclosure by the U.S. Government of the computer software and documentation in this package shall be subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.277-7013 (Oct 1988) and FAR 52.227-19 (Jun

1987). The Contractor is FinePrint Software, LLC, 16 Napier Lane, San Francisco, CA 94133

**8. LIMITED WARRANTY.** THIS SOFTWARE IS PROVIDED ON AN "AS IS" BASIS. FinePrint Software, LLC DISCLAIMS ALL WARRANTIES RELATING TO THIS SOFTWARE, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER FinePrint Software, LLC NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THIS SOFTWARE SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE SUCH SOFTWARE, EVEN IF FinePrint Software, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS. THE PERSON USING THE SOFTWARE BEARS ALL RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE.

SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSION MAY NOT APPLY TO YOU TO THE EXTENT THAT LIABILITY IS BY LAW INCAPABLE OF EXCLUSION OR RESTRICTION.

IN NO EVENT SHALL ANY THEORY OF LIABILITY EXCEED THE LICENSE FEE PAID TO FinePrint Software, LLC.

**9. SEVERABILITY.** In the event of invalidity of any provision of this license, the parties agree that such invalidity shall not affect the validity of the remaining portions of this license.

**10. NO LIABILITY FOR CONSEQUENTIAL DAMAGES.** IN NO EVENT SHALL FinePrint Software, LLC OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE DELIVERY, PERFORMANCE, OR USE OF THE SOFTWARE, EVEN IF FinePrint Software, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL FOOKES SOFTWARE'S LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE LICENSE FEE PAID BY YOU, IF ANY.

**11. GOVERNING LAW.** This agreement shall be governed by the laws of USA, excluding the application of its conflicts of law rules, and shall inure to the benefit of FinePrint Software, LLC and any successors, administrators, heirs, and assigns. Any action or proceeding brought by either party against the other arising out of or related to this agreement shall be brought only in a COURT of competent jurisdiction located in USA. The parties hereby consent to in personam jurisdiction of said courts.

**12. INSPECTION AND TESTING.** You agree and acknowledge that you will thoroughly inspect and test the SOFTWARE for all of your purposes upon commencement of your use. Any suit or other legal action, claim, or any arbitration relating in any way to this agreement or software covered by it must be officially filed or officially commenced no later than 90 days after your first use of the software.

**13. ENTIRE AGREEMENT.** This is the entire agreement between you and FinePrint Software, LLC, which supersedes any prior agreement or understanding, whether written or oral, relating to the subject matter of this license.

**14. RESERVED RIGHTS.** All rights not expressly granted here are reserved to FinePrint Software, LLC.