

END-USER LICENSE AGREEMENT FOR BRIGSOFT SOFTWARE

IMPORTANT - READ CAREFULLY:

This Brigsoft End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and BrigSoft for any product of Brigsoft, which includes computer software and may include associated media, printed materials, and "online" or electronic documentation ("SOFTWARE") and distributed as freeware or shareware (free to try). By 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.

SOFTWARE PRODUCT LICENSE

1. The SOFTWARE is licensed, not sold.

2. GRANT OF LICENSE

2.1. SHAREWARE (FREE TO TRY) LICENSE

If the SOFTWARE is distributed as Shareware (Free To Try) Copy you could either register it or use it in the evaluation mode.

To register your copy, you should purchase the license for SOFTWARE. After you have purchased the license for SOFTWARE, and have received the key enabling the registered copy, you are licensed to copy the SOFTWARE only into the memory of the number of computers corresponding to the number of licenses purchased. The primary user of the computer on which each licensed copy of the SOFTWARE is installed may make a second copy for his or her exclusive use on a portable computer.

Under no other circumstances may the SOFTWARE be operated at the same time on more than the number of computers for which you have paid a separate license fee. You may not duplicate the SOFTWARE in whole or in part, except that you may make one copy of the SOFTWARE for backup or archival purposes.

You may terminate this license at any time by destroying the original and all copies of the SOFTWARE in whatever form. You may permanently transfer all of your rights under this EULA provided you transfer all copies of the SOFTWARE (including copies of all prior versions if the SOFTWARE is an upgrade) and retain none, and the recipient agrees to the terms of this EULA.

Evaluation copy.

If you are using SOFTWARE on an evaluation basis you may make copies of the evaluation SOFTWARE as you wish; give exact copies of the original evaluation SOFTWARE to anyone; and distribute the evaluation SOFTWARE in its unmodified form via electronic means (Internet, BBS's, Shareware distribution libraries, CD-ROMs, etc.). You may not charge any fee for the copy or use of the evaluation SOFTWARE. You must remove evaluation copy after evaluation period is expired or buy license for using the SOFTWARE.

If you continue to use the SOFTWARE after the date without paying the license fee for using release version you will be using the SOFTWARE on an unlicensed basis.

2.2. FREEWARE LICENSE

If the SOFTWARE is distributed as Freeware Copy, you may make copies of the evaluation SOFTWARE as you wish; give exact copies of the original evaluation SOFTWARE to anyone; and distribute the SOFTWARE in its unmodified form via electronic means (Internet, BBS's, Shareware distribution libraries, CD-ROMs, etc.). You may not charge any fee for the copy or use of the SOFTWARE.

3. RESTRICTIONS

You may not reverse engineer, de-compile, or disassemble the SOFTWARE, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. You may not rent, lease, or lend the SOFTWARE. You may permanently transfer all of your rights under this EULA, provided the recipient agrees to the terms of this EULA. You may not use the SOFTWARE to perform any unauthorized transfer of information (e.g. transfer of files in violation of a copyright) or for any illegal purpose.

4. TERMINATION

Without prejudice to any other rights, Brigsoft 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.

5. 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 Brigsoft 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.

6. NO WARRANTIES

The Software is being delivered to you AS IS and BrigSoft makes no warranty as to its use or performance. BRIGSOFT AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE OR DOCUMENTATION. BRIGSOFT AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT WILL BRIGSOFT OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A BRIGSOFT REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. Some states or jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, or the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to you.

Should you have any questions concerning this EULA, or if you desire to contact Brigsoft for any reason, please contact by electronic mail at: info@brigsoft.com