

SWIFTD OG GAMETHRUST VERSION 1 LICENSE STATEMENT

THIS SOFTWARE IS LICENSED, NOT SOLD. YOU MAY USE THIS SOFTWARE ONLY AS DESCRIBED IN THIS AGREEMENT.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL THE SOFTWARE OR USE ANY REGISTRATION NUMBER THAT WAS PROVIDED WITH THE SOFTWARE. YOU MAY CONTACT THE WEBSITE OR STORE WHERE YOU PURCHASED THE LICENSE FOR A REFUND IF YOU HAVE NOT USED THE REGISTRATION NUMBER. NO REFUNDS ARE PROVIDED IF THE REGISTRATION NUMBER HAS BEEN USED.

1. SOFTWARE. The capitalized term "Software" refers to the object code for the computer program known as GameThrust, any updates, supplemental code or programs provided to you by SWIFTD OG with or in connection with GameThrust, the user's manual and Help file, any components, any related media and printed materials, and any related "online" or electronic documentation.

2. GRANT OF LICENSE.

Evaluation License. If you have acquired the license for the Software on an evaluation or trial basis, you may use the Software without charge for the evaluation period of 28 days. Your evaluation period begins on the day you install the Software. You must pay the license fee and register your copy to continue to use the Software after the evaluation period. Otherwise you must immediately cease using the Software and delete all installed copies of the Software that you have made. To pay the license fee and register your copy, you should visit www.swiftdog.com. For so long as the Software is the most current version of GameThrust distributed by SWIFTD OG, you may give exact copies of the evaluation Software to anyone. You may not charge any fee for the copy or use of the evaluation Software itself, but you may charge a distribution fee that is reasonably related to any cost you incur distributing the evaluation Software (e.g. packaging). You must not represent in any way that you are selling the Software itself. Your distribution of the evaluation Software will not entitle you to any compensation from SWIFTD OG. You must distribute a copy of this license with any copy of the Software and anyone to whom you distribute the Software is subject to this license. You may not remove any copyright, trademark or reservation of rights language displayed on, in or with the Software. You may also not include any registration number, serials or methods to circumvent the Software protection mechanism.

Registered License. When you purchase a license, you will be provided with a registration number. You must enable the registered license for the Software by entering the registration number as prompted by the Software. The term of the license is perpetual. You may use the registered Software on that number of computers for which you have purchased a separate license as indicated on the invoice or sales receipt. You may also make one copy of the Software for back-up or archival purposes. Otherwise, you may not copy the Software in whole or in part. You may not transfer any of your rights under this license or may not transfer the registration number to another individual or party.

3. RESTRICTIONS. You may not reduce the Software to human readable form, reverse engineer, de-compile, disassemble, merge, adapt, or modify 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 agree not to enter any serial or registration number into the Software for which you have not purchased or use any means to circumvent the Software protection mechanism; in that event the license to use the Software will be in violation of this agreement.

4. SUPPORT SERVICES. SWIFTD OG may provide you with support services related to the Software. Use of support services is governed by the user's manual, online documentation, and other SWIFTD OG materials, as they may be modified from time to time. SWIFTD OG may use any information you provide as part of obtaining support services for its business purposes, including product support and development.

5. INFORMATION COLLECTION. The Software includes a feature that assigns a unique order number to GameThrust based on purchase information. The Software reports this number to us via the internet either when you run the Software or enter the registration number, or both. The Software may also identify and report to us your IP address, date and time of installation, registration and/or use. We use this information strictly to count the number of installations, detect unauthorized access or piracy of the Software, and develop rough statistical data regarding the geographic location of our users.

6. TERMINATION. This license terminates if you fail to comply with its terms and conditions. If your license terminates, you must destroy all copies of the Software. The termination of this license does not limit SWIFTD OG's other rights it may have by law.

7. SOFTWARE PIRACY. In the event the license to use the Software has been violated due to piracy restrictions set forth in this license, you hereby grant us the permission to the following actions: You agree we are authorized to restart your computer to remove any illegally entered serials, registry entries or modifications to the Software.

You also agree we are authorized to install files to display a piracy notice at the start of the computer indefinitely to notify the owner of the computer of infringing material; whereupon the piracy notice will automatically remove itself from the computer. To remove the piracy notice manually, simply restart the computer up to twelve times without entering subsequent illegal serial codes into the software; and/or manually delete the file (typically located) at: 'c:\windows\sysutil.exe'. You also agree we are authorized to disable access to the Software and report any Software piracy (including information collected) to your Internet Service Provider and any law enforcement agencies to pursue potential copyright infringement.

8. INTELLECTUAL PROPERTY. You acknowledge that you have only the limited, non-exclusive right to use and copy the Software as expressly stated in this license and that SWIFTD OG retains title to the Software and all other rights not expressly granted. You agree not to remove or modify any copyright, trademark, patent or other proprietary notices that appear, on, in or with the Software. The Software is protected by United States copyright, patent and trademark laws and international treaty provision.

9. EXPORT RESTRICTIONS. You may not export or re-export the Software in violation of the export laws of the United States, or the applicable laws of any other jurisdiction. Among other things, U.S. laws provide that the Software may not be exported or re-exported to certain countries that are embargoed or restricted or to certain restricted persons. Embargoed and restricted countries currently include Cuba, Iran, Iraq, Libya and Sudan.

10. NO WARRANTIES AND RELEASE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND ANY SUPPORT SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. IF APPLICABLE LAW REQUIRES A WARRANTY, THE REQUIRED WARRANTY IS LIMITED TO THIRTY (30) DAYS FROM YOUR RECEIPT OF A COPY OF THE SOFTWARE. COMPUTER PROGRAMS ARE INHERENTLY COMPLEX, AND THE SOFTWARE MAY NOT BE FREE OF ERRORS. THE SOFTWARE IS PROVIDED WITH ALL FAULTS AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU.

11. LIMITATION OF LIABILITY. SWIFTD OG IS NOT 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 SWIFTD OG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNLESS APPLICABLE LAW PROVIDES OTHERWISE, SWIFTD OG'S LIABILITY FOR ANY CLAIM RELATED TO YOUR PURCHASE OF A LICENSE FOR OR USE OF THE SOFTWARE, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY WILL NOT EXCEED THE GREATER OF U.S. \$5.00 OR THE LICENSE FEE PAID BY YOU.

12. U.S. GOVERNMENT. The Software is commercial computer Software developed solely at private expense. The rights of civilian and non-civilian agencies of the U.S. Government to use, disclose and reproduce the Software are governed by the terms of this License. Publisher is SWIFTD OG, USA.

13. AUDIT. You agree that on SWIFTD OG's request you will certify in writing your compliance with the terms of this license, including your use of the Software only on the number of computers licensed. You also agree that we may perform an audit which may include examination of your physical premises with prior written notice, and that any audit conducted will be paid for at your expense including an initial U.S \$500 investigation fee. Provided that an audit determines all computer licenses have been legally obtained you will be refunded any audit expenses incurred.

14. MISCELLANEOUS. This license is governed by the laws of the State of Colorado, U.S.A. This license is not governed by the United Nations Convention of Contracts for the International Sale of Goods. You agree to submit to the jurisdiction of courts sitting in the State of Colorado, U.S.A. for all purposes. Sole and exclusive venue for any dispute arising under or relating to this agreement shall be in a court sitting in Colorado, U.S.A. This license constitutes the complete and exclusive agreement between us, notwithstanding any provision in any purchase order or other written document, except for our statement of the number of separate license fees for which you have paid as described in Section 2, above. This license may only be modified by a written document signed by SWIFTD OG. No SWIFTD OG dealer or distributor is authorized to change the terms of this license. If any provision of this license is held to be unenforceable, the remainder of the license shall not be affected, and the unenforceable provision shall be reformed to the extent necessary to make the provision enforceable. If you are located outside the United States, then the following provision applies: The parties confirm that this Agreement and all related documentation is and will be in the English language.

Should you have any questions concerning this license, or if you desire to contact SWIFTD OG for any reason, please contact SWIFTD OG by electronic mail from: <http://www.swiftdog.com>.