

License Agreement

Please read the following LG Software Innovations END-USER LICENSE AGREEMENT.

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Licensor (LG Software Innovations) for the use of computer software produced by Licensor. 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, copy or use the software.

WARNING: This software is not compatible with the concurrent use of software debugging and system monitoring tools like (W32Dasm, SoftIce, TRW 2000, Turbo Debugger, Sourcer, Filemon, ExeSpy, ResSpy, RegMon, Memory Monitor) and will close these tools during startup.

This software uses a DVD writing engine (only for burning) which is licensed from VSO Software. VSO has initiated a new online reporting system to gather information about DVD writers and blank media to improve the writing engine. This information will also help you to choose the best media for your DVD writer. This feature is enabled by default and will send DVD media statistics via internet each time a DVD is burned. A mechanism is provided to disable this feature and is outlined in the application's user guide.

1. DEFINITIONS

The definition of terms set forth in this Section, shall apply when such terms are used in this Agreement, and any amendments hereto:

IMPROVEMENTS: shall mean correction of any faults. These faults are in fact very complex and may be impossible to correct within the current state of the art. It is not therefore possible for Licensor to promise any systematic corrections. Licensor undertakes to note all desirable improvements and to produce new versions improving when possible extraction faults which have been established.

SPECIFICATIONS: shall mean the functional performance parameters of the Licensed Program effective on the date of this Agreement.

BUGS: shall mean all serious defects preventing the normal utilization of the computer engine, for instance, reading a DVD and the system hangs. Correction of a bug leads to updating the Licensed Program.

2. SOFTWARE LICENSE. Subject to the provisions contained herein, Licensor grants you a non-exclusive, non transferable license to use the object code version of the software on a single computer, free of charge for a limited time to produce a limited number of DVD copies. If you use this software after the evaluation period, you must purchase a license to use the software. You will receive a registration ID by email following your purchase, which you can use to register and unlock the software.

For a period of one (1) year licensor agrees to provide free technical support (via email) and free software updates (of the same software, which does not include titles by another name) via internet download. You may renew your license annually (you are required to pay a license renewal fee) to obtain an additional year of technical support and free software updates. You are not obliged to renew your license to continue using the software you have currently registered, but you must renew your license if you wish to update to a newer

version of the software or obtain technical support after your license expiry date. Licensor reserves the right to limit or cease technical support and free updates at any time during this period.

3. LIMITATIONS. You may not (1) permit other individuals to use the Software except under the terms listed above; (2) modify, translate, reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction), or create derivative works based on the Software; (3) copy the Software other than as specified above; (4) publish or provide any results of benchmark tests run on the Software to a third party without LG Software Innovation's prior written consent; (5) rent, lease, grant a security interest in, or otherwise transfer rights to the Software; or (6) remove any copyright, trademark, proprietary rights, disclaimer or warning notice included on or embedded in any part of the Software; and (7) sell, license, sublicense, rent or otherwise transfer the Software.

4. TITLE. Title and ownership of all proprietary rights in the Software, including any copyright, patent, trade secret, trademark, trade name or other intellectual property right, will at all times remain the property of Licensor. You agree not to remove or obliterate any copyright, trademark or proprietary rights notices of Licensor from the Software. Title and related rights in the content accessed through the Software is the property of the applicable content owner and may be protected by applicable law. This license gives you no rights to such content.

5. LIMITED WARRANTY AND LIABILITY

During the trial period, Licensor shall not be liable under any circumstances or for any damages suffered by you or any user. The entire risk as to the quality and performance of the software is born by you. Should the software prove defective, you and not Licensor assume the entire cost of any service and repair. In addition, the security mechanisms implemented by Licensor have inherent limitations, and you must determine that the software sufficiently meets your requirements. This disclaimer of warranty constitutes an essential part of this agreement.

If you have purchased a license to use the software, Licensor warrants that for a period of ninety (90) days from the date of acquisition, the software, if operated as directed, will substantially achieve the specifications described in the online documentation. Licensor does not warrant that the operation of the software will be error free. Licensor shall make its best efforts to correct any bugs revealed by licensee in a reasonable time, provided the bug appears within ninety (90) days following acquisition of the licensed program. The licensee agrees that Licensor may not necessarily succeed in improving the extraction process and as a result, Licensor cannot bear any liability for not doing so.

6. TERMINATION. This License will terminate automatically if you fail to comply with the limitations described above. On termination, you must destroy all copies of the software. The obligations of you and Licensor under Sections 3 ("Title"), 4 ("Limited Warranty and Liability"), 5 ("Termination") and 7 ("General Provisions") hereof will survive termination of this EULA and will continue in full force and effect thereafter.

7. EXPORT CONTROL

You may not download or otherwise export or re-export the Software or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations. In particular, but without limitation, none of the Software or underlying information or technology may be

downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Haiti, Iraq, Libya, Yugoslavia, North Korea, Iran, Syria or any other country to which the US has embargoed goods; or (ii) to anyone on the US Treasury Department's list of Specially Designated Nationals or the US Commerce Department's Table of Denial Orders. By downloading the Software, you are agreeing to the foregoing and you are representing and warranting that you are not located in, under control of, or a national or resident of any such country or on any such list.

8. GENERAL PROVISIONS. This License is personal to you and you agree not to assign your rights in this agreement. This EULA is governed by Canadian law. Any disputes, claims or controversies between the parties, which arise in connection with this agreement, shall be finally settled by one or more arbitrators appointed and acting under the rules for Arbitration of the International Chamber of Commerce in force as from January 1, 1998. The sole arbitrator or the President of the Arbitration Tribunal shall be a lawyer and a citizen of Canada. Arbitration shall take place in Quebec Canada.

If any provision of this EULA is held invalid or unenforceable for any reason, the parties agree that such invalidity will not affect the validity of the remaining provisions of this EULA, and further agree to substitute for the invalid provision a valid provision that most closely approximates the intent and economic effect of the invalid provision. This EULA constitutes the entire agreement between you and Licenser and supersedes any prior agreement, whether oral or written, relating to the subject matter of this EULA.

Should you have any questions concerning this EULA, please write to sales@lgsoftwareinnovations.com

Copyright 2002-2006 Licenser. All rights reserved.

Do you accept all of the terms of the preceding License Agreement? If you choose No, install will close. To install you must accept this agreement.