

FORCEVISION SOFTWARE LICENSE AGREEMENT

IMPORTANT: THIS SOFTWARE END USER LICENSE AGREEMENT ("EULA") IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR AN ENTITY) AND DMITRY MALYSHEV. READ IT CAREFULLY BEFORE COMPLETING THE INSTALLATION PROCESS AND USING FORCEVISION ("THE SOFTWARE"). IT PROVIDES A LICENSE TO USE THE SOFTWARE AND CONTAINS WARRANTY INFORMATION AND LIABILITY DISCLAIMERS. BY INSTALLING AND USING THE SOFTWARE, YOU ARE CONFIRMING YOUR ACCEPTANCE OF THE SOFTWARE AND AGREEING TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, THEN DO NOT INSTALL AND USE THE SOFTWARE AND DELETE ALL COPIES OF THE SOFTWARE IN YOUR POSSESSION. DMITRY MALYSHEV GRANTS YOU NON-EXCLUSIVE LICENSE TO USE THE SOFTWARE AS INDICATED HEREIN.

1. COMMERCIAL AND NON-COMMERCIAL USE

ForceVision is distributed as a freeware solely for private, non-commercial use. ForceVision is free for personal (non-profitable), educational use (schools, colleges, universities) and for use in charity or humanitarian organizations. If you are non-commercial user, omit clause 3 of this EULA. No other exceptions are applicable to non-commercial users in this EULA.

To use ForceVision in a commercial organization or in any other form of business activity (including sole proprietorship, government or municipal organizations etc.), you must obtain a license from Dmitry Malyshev or its official subsidiaries. If you are a commercial or business user, omit clause 2 of this EULA. No other exceptions are applicable to commercial users in this EULA.

2. THE SOFTWARE USE BY NON-COMMERCIAL USERS

2.1 LICENSE GRANT FOR NON-COMMERCIAL USERS

You may install and use the Software on as many computers as you need, as long as the Software is used for non-commercial purposes only by you or by any other user who has an access to the installed program.

2.2 RESTRICTIONS FOR NON-COMMERCIAL USERS

You cannot use the Software, installed for private use, to view or modify files which will be used in any kind of business activity or to gain a profit. For example, you cannot do your job at home using the Software if you do not have a legitimate license for commercial use.

You are also not allowed: (a) to change, adjust, debug, decompile, reverse engineer the Software (including its documentation) for any purpose; (b) to remove or change identification and origin data and names of the Software; (c) to use icons, images, texts or libraries separately from the Software (neither in free or in commercial projects).

3. THE SOFTWARE USE BY COMMERCIAL USERS

3.1 LICENSE GRANT FOR COMMERCIAL USERS

You may install one copy of the program on up to allowed number of computers according to the number indicated in your license obtained from Dmitry Malyshev.

You may install the Software on a server(s) as long as you guarantee that number of simultaneous users of the program does not exceed the allowed number indicated in your license.

3.2 RESTRICTIONS FOR COMMERCIAL USERS

As a commercial or business user you can not use the Software without legitimate license obtained from Dmitry Malyshev or its official subsidiaries. The license must clearly indicate your business name (or name of person) and you must have a written proof of the license purchase either on paper or in electronic form.

You are also not allowed: (a) to change, adjust, debug, decompile, reverse engineer the Software (including its documentation) for any purpose; (b) to remove or change identification and origin data and names of the

Software; (c) to use icons, images, texts or libraries separately from the Software (neither in free or in commercial projects).

4. SOFTWARE DISTRIBUTION

You are hereby licensed to make as many copies of the Software as you wish and distribute it to anyone as long as all files remain intact as originally provided by ForceVision website. In other words you must distribute the Software in form of original installation file and not in any other form.

The press is authorized to distribute it on any cover disk, CD-ROM without permission from Dmitry Malyshev. Software catalogue websites are authorized to distribute it as a download file (either hosted or linked to ForceVision website) without permission from Dmitry Malyshev.

You are not allowed to sell or gain any other profit or commercial benefits from distributing the Software without written permission from Dmitry Malyshev.

You are not allowed to include the Software as a part of another commercial product without written permission from Dmitry Malyshev.

5. TERM

This EULA is effective until terminated. You may terminate it at any time by destroying the Software, together with all copies thereof. This EULA will also terminate if you fail to comply with any term or condition of this Agreement. Upon such termination, you agree to destroy the Software, together with all copies thereof.

6. COPYRIGHT AND OWNERSHIP

This Software, its source code, texts, help files and multimedia content (icons, images, texts etc.) are proprietary products of Dmitry Malyshev and are protected by copyright and other intellectual property laws.

7. DISCLAIMER OF WARRANTIES

The Software is supplied "AS IS". Dmitry Malyshev disclaims all warranties, expressed or implied, including, without limitation, the warranties of merchantability and of fitness for any purpose. The user must assume the entire risk of using the Software.

8. DISCLAIMER OF DAMAGES

Dmitry Malyshev assumes no liability for damages, direct or consequential, which may result from the use of the Software, even if Dmitry Malyshev has been advised of the possibility of such damages.

Date: August 13, 2006.
Version: ForceVision 3.35 Final Release