

License Agreement

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

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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 beyond 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 may use to register and unlock the software.

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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

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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.

9.0 VSO BURN ENGINE. This software uses a DVD writing engine (only for burning) which is licensed from VSO Software. VSO uses an 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.

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

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