

License Agreement for GOLIVE CYBERSTUDIO

Notice -- Read this before using the software!

This is a legal contract between you and GoLive Systems, Inc. ("GoLive").

Before you click on the "Accept" button at the end of this document, carefully read the terms and conditions of this Agreement. By clicking on the "Accept" button, you are agreeing to be bound by these terms and are becoming a party to this Agreement. If you do not agree to all of the terms, click the "Decline" button and do not use the software.

Subject to payment of applicable license fees, GoLive hereby grants to you a non-exclusive license to use this version of its accompanying software product (the "Software") and accompanying documentation on the terms below. The Software may be used concurrently by no more than the number of users specified in GoLive's sales invoice to you; and may be copied for archival purposes, provided any copy must contain all of the original Software's proprietary notices.

GoLive makes no representations concerning the suitability for any purpose of the Software or about the accuracy of data or information made accessible by it. The Software is provided "as is" without express or implied warranties, including but not limited to implied warranties of merchantability and fitness for a particular purpose or noninfringement of intellectual property rights of third persons. GoLive assumes no liability for any damages (whether direct, incidental or consequential) suffered by you or any third person as a result of use of the Software.

SOME STATES DO NOT ALLOW EXCLUSIONS OF AN IMPLIED WARRANTY, SO THIS DISCLAIMER MAY NOT APPLY TO YOU AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE OR BY JURISDICTION.

LIMITATION OF LIABILITY: UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL GOLIVE OR ITS SUPPLIERS OR RESELLERS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES. IN NO EVENT WILL GOLIVE BE LIABLE FOR ANY DAMAGES IN EXCESS OF GOLIVE'S LIST PRICE FOR A LICENSE TO THE SOFTWARE, EVEN IF GOLIVE SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. THIS LIMITATION

OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. FURTHERMORE, SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

. oLive has no obligation to issue any updates, revisions, corrections, new versions or manuals for the Software or otherwise to support the Software.

. Content accessed through the Software is the property of the applicable content owner and may be protected by applicable copyright or other intellectual property laws. This License Agreement conveys no rights to such content.

. oLive reserves the right at any time to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the Software.

. The Software is owned by GoLive or its suppliers. Title, ownership rights, and intellectual property rights in and to the Software shall remain in GoLive and/or its suppliers. You agree to abide by the copyright law and all other applicable laws of the United States and other applicable jurisdictions. You acknowledge that the Software in source code form remains a confidential trade secret of GoLive and/or its suppliers. You may not: permit unlicensed persons to use your copy of the Software; modify, translate, reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction), or create derivative works based on the Software; copy the Software; rent or lease, rights to the Software; or remove any proprietary notices or labels on the Software.

. You may terminate this License Agreement at any time by destroying or erasing your copy of the Software. Your license will terminate automatically if you fail to comply with the limitations specified herein. Upon termination of this License Agreement, you agree to destroy or erase the Software. In the event of termination, the provisions of paragraphs 2 to 6 of this License Agreement will survive.

. This License Agreement shall be governed by the laws of the State of California, U.S.A., and the applicable local law of such jurisdiction where GoLive's intellectual property rights may be infringed. The venue of any dispute under this License Agreement shall be the applicable State and/or Federal courts for Menlo Park, California; except that GoLive may enforce its intellectual property rights before the competent courts of any jurisdiction where an act of infringement has occurred. Final decisions of the specified courts may be enforced in any court of competent jurisdiction.

. If any provision of this License Agreement is unenforceable, invalid, or violates applicable law, such provision shall be deemed stricken and shall not affect the enforceability of any other provision of this License Agreement.

0. This License Agreement sets forth the entire agreement between you and GoLive. No change,

modification, addition, or amendment to this License Agreement shall be valid unless in writing and signed by an authorized officer of the party to be charged.

1. .S. Government Restricted Rights: use, duplication or disclosure by the Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer-Restricted Rights clause at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement. Contractor/manufacturer is GoLive Systems, Inc., 525 Middlefield Road, Suite 100, Menlo Park, CA 94025.