

## LICENSE AGREEMENT

THIS AGREEMENT CONSTITUTES A LEGAL AGREEMENT BETWEEN YOU, THE END USER, AND MAXUM DEVELOPMENT CORPORATION ("MAXUM"). CAREFULLY READ THE TERMS AND CONDITIONS OF THE LICENSE AGREEMENT PRIOR TO USING THIS PACKAGE. USE OF ANY PORTION OF THIS PACKAGE INDICATES YOUR AGREEMENT TO THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH SUCH TERMS AND CONDITIONS, YOU SHOULD PROMPTLY RETURN THIS PACKAGE BEFORE USING IT TO YOUR PLACE OF PURCHASE FOR A REFUND. BY INSTALLING THIS PACKAGE, YOU AGREE TO THE TERMS OF THIS LICENSE AND LIMITED WARRANTY.

## DEFINITIONS

The following explains how certain terms are used in this license agreement

"You and "Your" refers to persons or organizations that acquires the use of this Product.

"Product" refers to the software, manual(s) and all other items accompanying this agreement.

"Software" refers to the computer programs contained in the Product, together with all the codes, techniques, software tools, formats, designs, concepts, methods, and ideas associated with this computer program.

"MAXUM" refers to Maxum Development Corporation.

## GRANTS

MAXUM grants you a non-exclusive license to use the software in this product and any substitutions or renewals subject to the terms and conditions in this license agreement.

You may:

1.  
Install and operate the Software only on the number of servers for which you have purchased rights. A Server Site License shall be limited to all the servers in the same organization falling within a 15 mile radius of your registered address.
2.  
Make a reasonable number of copies of the software solely for the purpose of back-up or archiving, which automatically become the property of MAXUM and are subject to this agreement. In any such copies, you must reproduce all copyright notices and other identifying or restrictive legends that appear on the Product as received.
- 3.

Transfer, after providing written notification to MAXUM, all of the Software and related manuals to another person or organization, who will in turn be subject to this agreement.

## RESTRICTIONS

You are restricted from:

1.  
Modification of the Software. Any modified, altered or merged portion of the Software is subject to this license.
2.  
Making any attempt to discover the source code to the Software.
3.  
Creating or translating derivative works based on the Software or any portion of the Product.
4.  
Attempting to remove, obscure or alter any copyright notice or other proprietary rights related to the Software or Product, including manuals.
5.  
Sub-licensing, selling, renting, lending or leasing any portions of the Software.
6.  
Copying any portion of the Software or any portion of the Product, except as described above under grants.
7.  
Making any telecommunication data transmission of the Software.
- 8  
Transferring the Product, or any portion thereof, to any person or organization in violation of the United States Export Administration Act.

The Software involves valuable proprietary rights of MAXUM. MAXUM retains title to and ownership of the Software and all copyright, trade secret, trade name, trademark and other property rights related to the Software, regardless of the form that the original or other copies exist in.

You may not violate these rights, and you must take appropriate steps to protect MAXUM's rights. MAXUM may at any time replace, modify, alter, improve, enhance, or change the Software. Both the license and your right to use the Software terminate automatically if you violate any part of this agreement. In the event of termination, you

must immediately destroy all copies of the Software or return them to MAXUM.