

DIGITAL RESEARCH  
Box 579 Pacific Grove, California, 93950  
SOFTWARE LICENSE AGREEMENT

DIGITAL RESEARCH (hereinafter referred to as Digital Research) agrees to grant and the Customer agrees to accept on the following terms and conditions nontransferable and nonexclusive licenses to use the software program(s) (Licensed Programs) herein delivered with this agreement.

TERM:

This Agreement is effective from the date of receipt of the above-referenced program(s) and shall remain in force until terminated by the Customer upon one month's prior written notice, or by Digital Research as provided below.

Any license under this Agreement may be discontinued by the Customer at any time upon one month's prior written notice. Digital Research may discontinue any license or terminate this Agreement if the Customer fails to comply with any of the terms and conditions of this Agreement.

LICENSE:

Each program license granted under this Agreement authorizes the Customer to use the Licensed Program in any machine readable form on any single computer system (referred to as System). A separate license is required for each System on which the Licensed Program will be used.

This Agreement and any of the licenses, programs or materials to which it applies may not be assigned, sublicensed or otherwise transferred by the Customer without prior written consent from Digital Research. No right to print or copy, in whole or in part, the Licensed Programs is granted except as hereinafter expressly provided.

PERMISSION TO COPY OR MODIFY LICENSED PROGRAMS:

The Customer shall not copy, in whole or in part, any Licensed Programs which are provided by Digital Research in printed form under this Agreement. Additional copies of printed materials may be acquired from Digital Research.

Any Licensed Programs which are provided by Digital Research in machine readable form may be copied, in whole or in part, in printed or machine readable form in sufficient number for use by the Customer with the designated System, to understand the contents of such machine readable material, to modify the Licensed Program as provided below, for back-up purposes, or for archive purposes, provided, however, that no more than five (5) printed copies will be in existence under any license at any one time without prior written consent from Digital Research. The Customer agrees to maintain appropriate records of the number and location of all such copies of Licensed Programs. The original, and any copies of the Licensed Programs, in whole or in part, which are made by the Customer shall be the property of Digital Research. This does not imply, of course, that Digital Research owns the media on which the Licensed Programs are recorded.

The Customer may modify any machine readable form of the Licensed Programs for his own use and merge it into other program material to form an updated work, provided that, upon discontinuance of the license for such Licensed Program, the Licensed Program supplied by Digital Research will be completely removed from the updated work. Any portion of the Licensed Program included in an updated work shall be used only on the designated System and shall remain subject to all other terms of this Agreement.

The Customer agrees to reproduce and include the copyright notice of Digital Research on all copies, in whole or in part, in any form, including partial copies in modifications, of Licensed Programs made hereunder.

PROTECTION AND SECURITY:

The Customer agrees not to provide or otherwise make available any Licensed Program including but not limited to program listings, object code and source code, in any form, to any person other than Customer or Digital Research employees, without prior written consent from Digital Research, except with the Customer's permission for purposes specifically related to the Customer's use of the Licensed Program.

DISCONTINUANCE:

Within one month after the date of discontinuance of any license under this Agreement, the Customer will furnish Digital Research a certificate certifying that through his best effort, and to the best of his knowledge, the original and all copies, in whole or in part, in any form, including partial copies in modifications, of the licensed Program received from Digital Research or made in connection with such license have been destroyed, except that, upon prior written authorization from Digital Research, the Customer may retain a copy for archive purposes.

DISCLAIMER OF WARRANTY:

Digital Research makes no warranties with respect to the Licensed Programs. The sole obligation of Digital Research shall be to make available all published modifications or updates made by Digital Research to Licensed Programs which are published within one (1) year from date of purchase, provided Customer has returned the Registration Card delivered with the Licensed Programs.

LIMITATION OF LIABILITY:

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT WILL DIGITAL RESEARCH BE LIABLE FOR CONSEQUENTIAL DAMAGES EVEN IF DIGITAL RESEARCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

GENERAL

If any of the provisions, or portions thereof, of this Agreement are invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted.

This is the complete and exclusive statement of the agreement between the parties, which supercedes all proposals oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

This Agreement will be governed by the laws of the State of California.