

# MARK WILLIAMS COMPANY ("MWC")

## Software License Agreement

YOU SHOULD CAREFULLY READ THIS SOFTWARE LICENSE AGREEMENT BEFORE BREAKING THE SEAL ON THE DISKETTE ENVELOPE. BREAKING THE SEAL INDICATES YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THEM, YOU SHOULD PROMPTLY RETURN THE DISKETTE UNOPENED, AND YOUR MONEY WILL BE REFUNDED.

MWC provides this software and licenses its use to you. You assume responsibility for the selection of the software to achieve your intended results, and for the installation, use and results obtained from it.

### LICENSE

MWC grants you a license only to: (a) use the software on a single machine; and (b) copy the software into any machine readable form for backup purposes in support of your use of the software on the single machine, unless the software includes mechanisms to limit or inhibit copying.

You may not use, copy or modify the software except as expressly provided for in this license. You may not transfer the software, or any copy, modification or merged portion, in whole or in part.

### TERM

You may terminate the license at any time by destroying the software together with all copies, modifications and merged portions in any form. It will also terminate upon conditions set forth elsewhere in this Agreement or if you fail to comply with any terms or conditions of this Agreement. You agree upon termination to destroy the software together with all copies, modifications and merged portions in any form. The license shall terminate upon termination of this Agreement.

### LIMITED WARRANTY

EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THE NEXT PARAGRAPH, THE PROGRAM IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU (AND NOT MWC OR ANY AUTHORIZED MWC DEALER) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. MWC DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

MWC warrants to the original licensee that the diskette(s) on which the software program is recorded is free from defects in material and workmanship under normal use and service for a period of 60 days from the delivery date as evidenced by a copy of your receipt. Your exclusive remedy is replacement of the defective diskette(s) provided that you return it to MWC with a copy of your receipt.

IN NO EVENT WILL MWC BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE EVEN IF MWC OR AN AUTHORIZED MWC DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY.

### MISCELLANEOUS

You may not sublicense, assign or transfer the license to the software except as expressly provided in this Agreement. Any attempt otherwise to sublicense, assign or transfer any of the rights, duties or obligations hereunder is void. This Agreement will be governed by the laws of the State of Illinois.

Should you have any questions concerning this Agreement, you may contact MWC by writing to Mark Williams Company, 1430 W. Wrightwood Ave., Chicago, Illinois 60614.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.