

# SOFTWARE LICENSE AGREEMENT

This Software License Agreement is a legal agreement between the software purchaser [Licensee] and CFL Systems, Inc. [Licensor] for the Software Product licensed to the Licensee.

By installing and using said Software Product, Licensee agrees to be bound by the terms of this Software License Agreement otherwise the Licensee shall not install or use said Software Product.

1. GRANT OF LICENSE. Licensor hereby grants to Licensee a non-exclusive, non-transferable license to install and use the Software Product on the licensed domain only solely by and for the benefit of the Licensee.

2. DESCRIPTION OF RIGHTS AND LIMITATIONS.

2.1. The Software Product is not sold but licensed to the Licensee.

2.2. Licensee may not reverse engineer, decompile, decrypt or disassemble the Software Product, nor may sell, copy, distribute or use it partially or in full to create other software.

2.3. This Software License Agreement applies only to software developed by the Licensor only.

3. SEPARATION OF COMPONENTS. The Software Product is licensed as a single product. Its component parts may not be separated and use on domains other than the licensed domain.

4. COPYRIGHT. All title and copyrights in and to the Software Product (including but not limited to any images, photographs, clipart, libraries, and examples incorporated into the Software Product), the accompanying materials, and any copies of the Software Product are exclusively owned by the Licensor. The Software Product is protected by copyright laws and international treaty provisions. Therefore, Licensee must treat the Software Product like any other copyrighted material.

5. TERMINATION.

5.1. Without prejudice to any other rights, the Licensor may terminate this Software License Agreement without notice to

the Licensee if the Licensee fails to comply with the terms and conditions of this Software License Agreement.

5.2. The Licensee may terminate this Software License Agreement at any time and without notice to Licensor.

5.3. In case of termination of this Software License Agreement, the Licensee must destroy all copies of the Software Product and all of its component parts and suspend all usage of said Software Product.

6. LIMITED WARRANTY. The Licensor expressly disclaims any warranty for the Software Product. The Software Product and any related documentation is provided "as is" without warranty of any kind, either express or implied, including, without limitation, the implied warranties or merchantability, fitness for a particular purpose, or non-infringement. The entire risk arising out of the use of or inability to use the Software Product remains with the Licensee. Licensee agrees and takes all responsibility to protect and backup their important data on a regular basis.

7. NO LIABILITY FOR DAMAGES. In no event shall the Licensor be liable for any special, consequential, incidental or indirect damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the Software Product, even if the Licensor is aware of the possibility of such damages and known defects. Licensee further agrees that Licensor's maximum liability in all circumstances is limited to the purchase price of the Software Product. Licensor shall not, under any circumstances, be liable upon a claim or action in contract, tort, indemnity or contribution, or other claims relating to the Software Product which exceeds this liability limit.

8. DEMARCATION OF THIS AGREEMENT. This Software License Agreement is the entire and exclusive agreement between the Licensor and the Licensee regarding the Software Product. This Software License Agreement replaces and supersedes all prior negotiations, dealings, and agreements between the Licensor and the Licensee regarding the Software Product.

9. GOVERNING LAW AND JURISDICTION - This Software License Agreement is governed by the law of State of Washington applicable to the State of Washington contracts. Jurisdiction for all purposes shall be the City of Bothell, WA.