Li cense_agreement

End-User License Agreement for CodeCharge 2.0 ("Software") Copyright (c) 2000-2001 YesSoftware All Rights Réserved.

BY DOWNLOADING AND/OR IMPLEMENTING THIS SOFTWARE YOU AGREE TO THE FOLLOWING LI CENSE:

Definitions: "You" and "LICENSEE" refers to the person, entity or organization which is using the software known as "CodeCharge", and any successor or assignee of same.

AGREEMENT. After reading this agreement carefully, if you ("Customer") do not agree to all of the terms of this agreement, you may not use this Software.
Unless you have a different license agreement signed by YesSoftware that covers this copy of the Software, your use of this Software indicates your acceptance of this license agreement and warranty. All updates to the Software shall be considered part of the Software and subject to the terms of this Agreement. Changes to this Agreement may accompany updates to the Software, in which case by installing such update Customer accepts the terms of the Agreement as changed. The Agreement is not otherwise subject to addition, amendment, modification, or exception unless in writing signed by an officer of both Customer and YesSoftware
This Software is owned by YesSoftware and is protected by national copyright

laws and international copyright treaties.

1. GRANT OF LICENSE AND PROHIBITIONS. This Software is licensed to you. You are not obtaining title to the Software or any copyrights. You may not sublicense, rent, lease, convey, modify, translate, convert to another programming language, decompile, or disassemble the Software for any purpose. The license may be transferred to another if you keep no copies of the Software. Permission must be obtained before mirroring or redistributing the evaluation copies of the Software.

You may not convert CodeCharge or its parts to a different computer language or environment, either manually, or using an automated conversion tool, such that CodeCharge or any modification thereof will run under any language, software, or program other than implemented by YesSoftware. You agree that any modifications made to CodeCharge belong to YesSoftware and are permitted for your exclusive use during the period of this License Agreement, and may not be transferred,

sold or licensed to another entity.

2. USE AND EVALUATION PERIOD. You may use one copy of this Software on one client computer. A copy of this Software is considered in use when loaded into temporary memory (i.e., RAM) and/or installed on a permanent storage device (i.e., hard disk, CD-ROM, etc.). You may also use a copy of the Software on a home or portable computer, provided only one copy of the Software is in use at a time. You may use an evaluation copy of the Software for only thirty (30) days in order to determine whether to purchase the Software.

3. MULTI-COMPUTER LICENSES. If this is a multi-computer or network license, you may make, install, and use additional copies of this Software up to the number of copies authorized in your registration documentation. If this is an educational license, use is restricted to non-commercial use by students,

faculty and staff using campus facilities and to off-campus non-commercial use by students, faculty and staff primarily for school business.

4. LIMITED WARRANTY. THE SOFTWARE IS PROVIDED AS IS AND YESSOFTWARE DISCLAIMS ALL WARRANTIES RELATING TO THIS SOFTWARE, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION ON CONSEQUENTIAL DAMAGES. NEITHER YESSOFWARE NOR ANYONE INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THIS SOFTWARE SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE SUCH SOFTWARE EVEN IF YESSOFTWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS. IN NO EVENT SHALL YESSOFTWARE'S LIABILITY FOR ANY DAMAGES EXCEED THE PRICE PAID FOR THE LICENSE TO USE THE SOFTWARE, REGARDLESS OF THE FORM OF CLAIM. THE PERSON USING THE SOFTWARE BEARS ALL RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE.

IN NO EVENT WILL YESSOFWARE BE LIABLE FOR ANY AMOUNT GREATER THAN WHAT YOU ACTUALLY PAID FOR THE SOFTWARE.

ACTUALLY PAID FOR THE SOFTWARE.

6. TERMINATION. This Agreement terminates on the date of the first occurrence of either of the following events: (1) The expiration of one (1) month from written notice of termination from Customer to YesSoftware; or (2) One party materially breaches any terms of this Agreement or any terms of any other

Page 1

Li cense_agreement

agreement between Customer and YesSoftware, that are either uncorrectable or that the breaching party fails to correct within one (1) month after written

notification by the other party.

TERMINATION. This Agreement is effective until terminated. This Agreement will terminate automatically without notice from YesSoftware if you fail to comply with any provision of this Agreement. Upon termination you shall destroy the written materials and all copies of the Software, including modified copies, if

You agree that monetary damages alone is not an adequate and just relief resulting from any breach of this License, that a court order prohibiting any further breach of this License is necessary to prevent further damages, and that you will not oppose any reasonable request for a temporary restraining order, preliminary injunction, or other relief sought by YesSoftware in the event of a breach of this License. YesSoftware shall not be required to notify you of any breach, nor make any demand or claim against you resulting from any such breach, or for a demand to ston any use or distribution in violation of the terms of or for a demand to stop any use or distribution in violation of the terms of this License, and you agree that any breach of this License and damages resulting therefrom shall relate back to the first and earliest breach thereof. Failure of YesSoftware to enforce its rights pursuant to this License shall not constitute a waiver of such rights, and shall not prejudice YesSoftware in any later enforcement of its rights or rights to seek damages therefrom.

7. UPGRADES. If you acquired this Software as an upgrade of a previous version, this Agreement replaces and supercedes any prior Agreements. You may continue to use the previous version of the Software, provided that both the previous version and the upgrade are installed on the same computer at all times. You may not have a previous version and the related upgrade version installed on

not have a previous version and the related upgrade version installed on

separate computers at any time.

8. ENTIRE AGREEMENT

This End-User Agreement is the entire agreement between you and YesSoftware relating to the Licensed Software, and supercedes all prior written or oral

statements, promises, representations and agreements.

9. GOVERNING LAW. The agreement shall be governed by the laws of the State of California. Any action or proceeding brought by either party against the other arising out of or related to this agreement shall be brought only in a state or federal court of competent jurisdiction located in San Mateo County, California. The parties hereby consent to the personal jurisdiction of such courts. 10. U.S. GOVERNMENT RESTRICTED RIGHTS. This Software is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software of Laurence at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software -- Restricted Rights clause at 48 CFR 52.227-19, as applicable. Manufacturer is:

YesSoftware 2226 A Westborough Bl vd. #405

South San Francisco, CA 94080

e-mail: sales@codecharge.com