License Agreement

Design, Analysis and Research Corporation (DARcorporation) grants the purchaser a non-exclusive, non-transferable user license for use of the object code version of the accompanying software solely for its internal business purposes. This software and accompanying user's manual is protected by the copyright law of the United States and by international treaty provisions. The software is not to be used at the same time on more nodes than granted by the user license. The purchaser shall not make copies of the software, except for archival (back-up) copies. Purchaser will not disassemble, decompile, reverse engineer or create derivative tools from the software.

The licensee may not copy the software user's manual. The licensee may not rent, lease, sublease, distribute, transfer, copy, reproduce or timeshare the software or allow any third party to access or use the software. DARcorporation is the owner of the software and documentation. Copies of the software are provided to licensee to allow licensee to exercise rights under the license. Only the license is purchased by licensee. The license cannot be transferred to another person or entity. Any rights not expressly granted to the licensee are retained by DARcorporation.

Disclaimer

DARcorporation makes no warranty as to the contents of the user's manual or the accompanying software. Although every effort has been made to insure that the manual is accurate and the software reliable, DARcorporation cannot be held responsible for any damages suffered from the use of this product. In no event shall DARcorporation be liable for any loss of profit or any commercial damage, including but not limited to special, incidental, consequential or other damages.

Limited Warranty

DARcorporation does not warrant that the software will satisfy licensee's requirements or that the software is without defects or errors or that the operation of the software will be uninterrupted. DARcorporation warrants that if this software fails to substantially conform to the specifications in the documentation or other specifications published by DARcorporation and if the non-conformity is reported in writing by the licensee to DARcorporation in 90 days from the day the license is purchased, then DARcorporation shall either remedy the non-conformity or offer to refund the purchase price to the licensee upon return of all copies of the software and user's manual. In the event of a refund the license shall terminate.

With respect to the physical disk and documentation, DARcorporation warrants these to be free of defects in materials and workmanship for a period of sixty (60) days from the date of purchase. In event of notification within the warranty period of defects in the material, DARcorporation will replace the defective disk or documentation at no charge.

There are no other warranties. DARcorporation discloses all warranties, expressed or implied, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations, so the above limitation may not apply to the licensee.

DARcorporation will have the right to terminate this Agreement if the purchaser or third party of purchaser breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days of written notice from DARcorporation. If this Agreement is terminated, the purchaser will immediately return to DARcorporation or (at DARcorporation's request) destroy all copies of the software in its possession or control, and an officer of the purchaser will certify to DARcorporation in writing that it has done so.

This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by written document executed by both parties.

DARcorporation

Design • Analysis • Research

785.832.0434 • info@darcorp.com • www.darcorp.com