STRUCTURED DATA LLC END USER SOFTWARE LICENSE AGREEMENT

NOTICE TO USER: PLEASE READ THIS DOCUMENT CAREFULLY. THIS IS THE CONTRACT BETWEEN YOU AND STRUCTURED DATA, LLC. THIS AGREEMENT CONTAINS LIABILITY DISCLAIMERS AND LIMITATIONS. YOUR INSTALLATION AND USE OF THE SOFTWARE IS SUBJECT TO THE TERMS AND CONDITIONS CONTAINED IN THIS END USER SOFTWARE LICENSE AGREEMENT.

This End User License Agreement accompanies a Structured Data, LLC software product ("Software") and related explanatory materials ("Documentation"). The term "Software" also includes any upgrades, modified versions, updates, additions and copies of the Software licensed to you by Structured Data, LLC.

Title

Title, ownership rights and intellectual property rights in and to the Software and Documentation shall at all times remain with Structured Data, LLC. All rights not specifically granted by this License, including Federal and international copyrights, are reserved by Structured Data, LLC.

Copyright

The Software, including its structure, organization, code, user interface and associated Documentation, is a proprietary product of Structured Data, LLC, and is protected by international laws of copyright. The law provides for civil and criminal penalties for anyone in violation of the laws of copyright.

License

Use of the Software

Subject to the terms and conditions of this Agreement, Structured Data, LLC grants the purchaser of this product a non-exclusive license only to install and use the Software on a single computer (or in a single network, if your Software is designated as a network version). You may transfer the Software to another single computer (or network, if a network version), but the Software may never be installed on more than one computer (or more than one network, if a network version) at any one time.

If the Software uses registration codes, access to the number of licensed copies of Software is controlled by a registration code. For example, if you have a registration code that enables you to use three copies of Software simultaneously, you cannot install the Software on more than three separate computers.

You may make one copy of the Software in machine-readable form solely for backup or archival purposes. You must reproduce on any such copy all copyright notices and any other proprietary legends found on the original. You may not make any other copies of the Software.

Restrictions

You may not copy, transfer, rent, modify, use or merge the Software, or the associated documentation, in whole or in part, except as expressly permitted in this Agreement. You may not reverse assemble, decompile, or otherwise reverse engineer the Software. You may not remove any proprietary, copyright, trade secret or warning legend from the Software or any Documentation.

You agree to comply fully with all export laws and restrictions and regulations of the United States or applicable foreign agencies or authorities. You agree that you will not export or re-export, directly or indirectly, the Software into any country prohibited by the United States Export Administration Act and the regulations thereunder or other applicable United States law.

You may not modify, sell, rent, transfer (except temporarily in the event of a computer malfunction), resell for profit, or distribute this license or the Software, or create derivative works based on the Software, or any part thereof or any interest therein.

Trial

If this license is granted on a trial basis, you are hereby notified that license management software may be included to automatically cause the Software to cease functioning at the end of the trial period.

Termination

You may terminate this Agreement by discontinuing use of the Software, removing all copies from your computers and storage media. Structured Data, LLC may terminate this Agreement if you fail to comply with all of its terms, in which case you agree to discontinue using the Software, remove all copies from your computers and storage media.

U.S. Government End Users

The Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Software with only those rights set forth herein.

European Community End Users

If this Software is used within a country of the European Community, nothing in this Agreement shall be construed as restricting any rights available under the European Community Software Directive, O.J. Eur. Comm. (No. L. 122) 42 (1991).

Limitation of remedies

STRUCTURED DATA LLC MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE OR DOCUMENTATION, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY OR THAT THE SOFTWARE OR DOCUMENTATION IS NON-INFRINGING. ALL OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, STRUCTURED DATA LLC MAKES NO WARRANTIES THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE OR WILL CONFORM EXACTLY TO THE DOCUMENTATION, OR THAT STRUCTURED DATA LLC WILL CORRECT ALL PROGRAM ERRORS. STRUCTURED DATA LLC'S SOLE LIABILITY AND RESPONSIBILITY FOR BREACH OF WARRANTY RELATING TO THE SOFTWARE OR DOCUMENTATION SHALL BE LIMITED, AT STRUCTURED DATA LLC'S SOLE OPTION, TO (1) CORRECTION OF ANY ERROR IDENTIFIED TO STRUCTURED DATA LLC IN A WRITING FROM YOU IN A SUBSEQUENT RELEASE OF THE SOFTWARE, WHICH SHALL BE SUPPLIED TO YOU FREE OF CHARGE, (2) ACCEPTING A RETURN OF THE PRODUCT, AND REFUNDING THE PURCHASE PRICE UPON RETURN OF THE PRODUCT AND REMOVAL OF ALL COPIES OF THE SOFTWARE FROM YOUR COMPUTERS AND STORAGE DEVICES, (3) REPLACEMENT OF THE DEFECTIVE SOFTWARE WITH A FUNCTIONALLY EQUIVALENT PROGRAM AT NO CHARGE TO YOU, OR (4) PROVIDING A REASONABLE WORK AROUND WITHIN A REASONABLE TIME.

Limitation of liability

IN NO EVENT SHALL STRUCTURED DATA LLC BE RESPONSIBLE OR LIABLE, WHETHER IN CONTRACT, TORT, WARRANTY OR UNDER ANY STATUTE (INCLUDING WITHOUT LIMITATION ANY TRADE PRACTICE, UNFAIR COMPETITION OR OTHER STATUTE OF SIMILAR IMPORT) OR ON ANY OTHER BASIS FOR SPECIAL, INDIRECT, INCIDENTAL, MULTIPLE, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE POSSESSION OR USE OF, OR THE INABILITY TO USE, THE SOFTWARE OR DOCUMENTATION, EVEN IF STRUCTURED DATA LLC IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM OR RELATED TO LOSS OF USE, LOSS OF DATA, DOWNTIME, OR FOR LOSS OF REVENUE, PROFITS, GOODWILL OR BUSINESS OR OTHER FINANCIAL LOSS. IN ANY CASE, THE ENTIRE LIABILITY OF STRUCTURED DATA LLC UNDER THIS LICENSE, OR ARISING OUT OF THE USE OF THE SOFTWARE, SHALL NOT EXCEED IN THE AGGREGATE THE PURCHASE PRICE OF THE PRODUCT.

SOME STATES, COUNTRIES OR JURISDICTIONS LIMIT THE SCOPE OF OR PRECLUDE LIMITATIONS OR EXCLUSION OF REMEDIES OR DAMAGES, OR OF LIABILITY, SUCH AS LIABILITY FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AS OR TO THE EXTENT SET FORTH ABOVE, OR DO NOT ALLOW IMPLIED WARRANTIES TO BE EXCLUDED. IN SUCH STATES, COUNTRIES OR JURISDICTIONS, THE LIMITATION OR EXCLUSION OF WARRANTIES, REMEDIES, DAMAGES OR LIABILITY SET FORTH ABOVE MAY NOT APPLY TO YOU. HOWEVER, ALTHOUGH THEY SHALL NOT APPLY TO THE EXTENT PROHIBITED BY LAW, THEY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY BY STATE, COUNTRY OR OTHER JURISDICTION.