TIMEVALUE SOFTWARE LICENSE AGREEMENT

This is an Agreement between the user and TimeValue Software, Inc. (TimeValue). Please read the Agreement carefully before using any TimeValue Software product.

THE SOFTWARE IS LICENSED PER USER. IF THE SOFTWARE WILL BE USED BY MORE THAN ONE PERSON, EACH USER MUST PURCHASE A SEPARATE LICENSE. BY USING THE SOFTWARE, THE USER AGREES TO THE TERMS OF THIS LICENSE. IF THE USER DOES NOT AGREE TO THESE TERMS, DO NOT INSTALL OR USE THE SOFTWARE. PROMPTLY RETURN THE UNUSED SOFTWARE, ALONG WITH ALL MANUALS, DOCUMENTATION OR OTHER ASSOCIATED ITEMS TO THE SOURCE OF PURCHASE FOR A REFUND.

1. PERMITTED USE. TimeValue hereby grants to the user a personal, non-transferable, and non-exclusive right to use the enclosed software product ("the Software") and all associated documentation provided with the Software, in object code format, solely for the user’s own internal business or personal purposes.

2. LICENSING PROGRAMS. TimeValue has two licensing programs, depending on the product: (1) A one-time purchase of the Software - Under this program, the user makes a one-time purchase at a designated price. The purchase does not include any future updates of the Software or training unless a separate maintenance contract is purchased; or (2) An annual license purchased for the Software - Under this program an annual purchase of a license is required to use the Software and the license may be renewed annually by mutual agreement on pricing and terms. The annual license/license renewal program includes continuing unlimited technical support, future updates and upgrades, and any training programs that are available.

3. RESTRICTIONS ON USE. The Software contains copyrighted material trade secrets and other proprietary material. The user agrees that he/she will not: (a) copy the Software except that the user may make one copy of the Software only for backup purposes; (b) copy any of the written materials for any purpose; (c) modify, rent, lease, loan, create derivative works based upon, copy or distribute the Software in whole or in part; (d) assign this Agreement or transfer, export or grant a sublicense of the Software or the license contained herein to any other party unless authorized by TimeValue in writing; (e) allow more than one person to use the Software across a network or otherwise use it on more than one computer system; (f) reverse engineer, decompile or disassemble the Software or otherwise reduce it to a human perceivable form; (g) use the Software except as authorized herein; and (h) permit third parties to use the Software in any way that would constitute a breach of this Agreement.

4. OWNERSHIP AND COPYRIGHT. TimeValue is the owner of all intellectual property rights in the Software, related written materials, logos, names and other support materials furnished in this package. No title to the intellectual property in the Software, the documentation, or any other material provided therewith is transferred to the user by this Agreement.

5. LIMITED WARRANTY. TimeValue warrants to the user that the media on which the Software is recorded is free from defects in materials and workmanship under normal use for a
period of one year from the date of delivery. The user expressly acknowledges and agrees that use of the Software is at the user’s sole risk. TimeValue does not warrant or make any representations regarding the use or the results of the use of the Software or related documentation in terms of correctness, accuracy, reliability or otherwise. No oral or written information or advice given by TimeValue or a TimeValue representative shall create a warranty or in any way increase the scope of this warranty.

The Software and related material are provided "as is" without warranty or condition of any kind, including but not limited to the implied warranties or conditions of merchantable quality and fitness for a particular purpose. TimeValue does not warrant that the Software will meet the user’s requirements or that its operation will be error free.

IN NO EVENT SHALL TIMEVALUE BE LIABLE TO THE USER OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. THIS LIMITATION AND EXCLUSION APPLIES IRRESPECTIVE OF THE CAUSE OF ACTION, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR ANY OTHER LEGAL THEORY AND SHALL SURVIVE A FUNDAMENTAL BREACH.

TimeValue is not responsible for any incompatibility issues between the Software and any other software or hardware. The user assumes responsibility for the selection of TimeValue to achieve the user’s intended purposes, for making backups of the user’s data regularly, and for choosing, maintaining and matching the user’s hardware, operating system software, and other applications software. We cannot guarantee the user uninterrupted service or the correction of any errors.

6. IMPLIED WARRANTIES. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to the user. In that event, any implied warranties are limited in duration to one year from the date of delivery of the Software. This warranty gives the user specific legal rights, and the user may have other rights which vary from jurisdiction to jurisdiction.

7. LIMITATION OF REMEDIES. TimeValue's entire liability and the user’s exclusive remedy shall be: (a) refund of the purchase price if the Software is returned to TimeValue within one year or is uninstalled with proof of purchase; (b) refund of the annual licensing fee for one year; (c) the replacement of any media not meeting the Limited Warranty herein which is returned to TimeValue within one year with proof of purchase; or (d) termination of this Agreement.

8. INDEMNIFICATION. The user shall indemnify and hold TimeValue harmless from any and all claims, damages, losses, liabilities, costs and expenses (including reasonable fees of lawyers and other professionals) arising out of or in connection with the user’s use of the Software. The user shall promptly notify TimeValue of any such claim.

9. TERMINATION. This Agreement is effective until terminated. The user may terminate this Agreement at any time by destroying all copies of the Software and related materials and uninstalling the software. TimeValue may terminate this license without notice to the user if the
user fails to comply with any of its terms. Any such termination by TimeValue shall be in addition to and without prejudice to such rights and remedies as may be available, including injunction and other equitable remedies. Upon receipt by the user of written notice of termination from TimeValue or termination by the user, the user shall immediately: (a) cease using the Software; (b) return to TimeValue the Software and all written documentation provided to the user (or destroy all copies thereof in the user’s possession); and (c) within 5 days thereafter, provide TimeValue with a written confirmation that the user has complied with the foregoing. The provisions of Sections 2, 3, 4, 5, 6 and 7 herein shall survive termination of this Agreement.

10. UPDATES. Updates will require payment of a licensing or maintenance fee. All updates provided to the user shall be deemed to be part of the Software and be subject to this Agreement.

11. MISCELLANEOUS. This is the entire agreement between the user and TimeValue pertaining to the user’s right to use the Software and related documentation, and supersedes all prior, collateral or contemporaneous oral or written representations or agreements regarding such subject matter. In the event that one or more of the provisions is found to be unenforceable, this Agreement shall not be rendered inoperative but the remaining provisions shall continue in full force and effect. The laws of the State of California shall govern this Agreement. No amendment to or modification of this Agreement will be binding unless in writing and signed by a duly authorized representative of TimeValue.