

MINISOFT LICENSE AGREEMENT

READ CAREFULLY BEFORE INSTALLING THE MINISOFT SOFTWARE APPLICATION:

CUSTOMER: THE MINISOFT SOFTWARE APPLICATION (“PRODUCT”) THAT YOU PURCHASED CONTAINS COPYRIGHTS, TRADE SECRETS, TRADE MARKS, AND OTHER INTELLECTUAL PROPERTY RIGHTS BELONGING TO MINISOFT, INC. (“MINISOFT”), HAVING ITS PRINCIPAL OFFICES LOCATED AT 1024 FIRST STREET, SNOHOMISH, WASHINGTON, 98290, U.S.A. THE PRODUCT MAY BE INSTALLED, COPIED, DISPLAYED, EXECUTED, PERFORMED, OR USED IN ANY OTHER FASHION ONLY IN ACCORDANCE WITH THE TERMS OF THIS LICENSE AGREEMENT (“AGREEMENT” OR “LICENSE”). THE TERMS "YOU" OR “YOURS” ARE SOMETIMES USED HEREIN AND MEAN RESPECTIVELY CUSTOMER OR CUSTOMER’S.

SOMETIMES EACH OF MINISOFT AND CUSTOMER IS REFERRED TO HEREIN AS A “PARTY,” AND SOMETIMES THEY ARE COLLECTIVELY REFERRED TO AS THE “PARTIES.”

YOU MAY NOT INSTALL, COPY, DISPLAY, EXECUTE, PERFORM OR USE IN ANY OTHER FASHION THE PRODUCT EXCEPT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU INSTALL, COPY, DISPLAY, EXECUTE, PERFORM OR OTHERWISE USE ANY PART OF THE PRODUCT, YOU ARE DEEMED TO HAVE ACCEPTED AND YOU ARE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS MINISOFT LICENSE AGREEMENT (“AGREEMENT”). IN ORDER TO USE THE PRODUCT, YOU MAY BE REQUIRED TO OBTAIN A UNIQUE CODE OR CODES FROM MINISOFT TO ENABLE INSTALLATION, COPYING, DISPLAY, EXECUTION, PERFORMANCE AND OTHER USE OF THE SOFTWARE PRODUCT.

IF YOU DO NOT ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU ARE PROHIBITED FROM INSTALLING, COPYING, DISPLAYING, EXECUTING, PERFORMING, OR USING IN ANY OTHER FASHION THE PRODUCT. VIOLATION OF THIS AGREEMENT (1) CONSTITUTES INFRINGEMENT, MISAPPROPRIATION AND CONVERSION OF MINISOFT'S COPYRIGHTS, TRADE SECRETS, AND OTHER INTELLECTUAL PROPERTY RIGHTS, (2) WILL SUBJECT THE INFRINGER TO SIGNIFICANT CIVIL LIABILITIES FOR DAMAGES (INCLUDING WITHOUT LIMITATION STATUTORY DAMAGES) AND OTHER REMEDIES AND LIABILITIES, AND (3) MAY CONSTITUTE VIOLATION OF CRIMINAL LAWS.

IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY, WITHIN THIRTY (30) DAYS OF PURCHASE AS EVIDENCED BY THE VENDOR'S RECEIPT AND/OR INVOICE, CONTACT THE VENDOR WHO SOLD YOU THE PRODUCT FOR ANY REFUND OR CREDIT AS MAY BE ALLOWED BY THE VENDOR'S PRODUCT RETURN POLICIES. IF, HOWEVER, YOU PURCHASED THE PRODUCT DIRECTLY FROM MINISOFT, YOU MAY RETURN THE PRODUCT, AND THE PURCHASE PRICE WILL BE REFUNDED IN FULL ONLY IF CUSTOMER: (1) CONTACTS MINISOFT FOR A RETURN

AUTHORIZATION NUMBER WITHIN THIRTY (30) DAYS FROM DATE OF PURCHASE AS EVIDENCED BY THE PRODUCT RECEIPT/INVOICE; (2) RETURNS THE PRODUCT PACKAGE, INCLUDING MEDIA, DOCUMENTATION, AND ALL RELATED ITEMS TO MINISOFT IN UNDAMAGED AND RESALABLE CONDITION; (3) CERTIFIES IN WRITING THAT CUSTOMER HAS NOT INSTALLED, COPIED, DISPLAYED, EXHIBITED, PERFORMED OR OTHERWISE USED, KEPT, DISTRIBUTED, SHARED, SOLD, LOANED ANY COPY OF THE SOFTWARE PRODUCT OR OTHERWISE VIOLATED THIS AGREEMENT OR ANY OTHER RIGHTS OF MINISOFT; AND (4) FURTHER CERTIFIES IN WRITING THAT CUSTOMER'S SOLE REASON FOR REFUND IS THAT CUSTOMER DOES NOT ACCEPT THIS AGREEMENT.

IF CUSTOMER IS PURCHASING AN UPGRADE FOR AN EARLIER VERSION OF THE PRODUCT, THEN THIS AGREEMENT SHALL SUPERSEDE THE TERMS AND CONDITIONS OF THE LICENSE AGREEMENT THAT APPLIED TO THE EARLIER VERSION AS TO THE USE OF THE UPGRADE PRODUCT AS OF THE DATE OF INSTALLATION OF THE UPGRADE.

NOW, THEREFORE, in consideration of the foregoing provisions and the terms and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following terms and conditions apply:

A. License Grants

1. Upon MINISOFT's receipt from Customer of the one-time license fee and further subject to the other terms and conditions herein, MINISOFT grants Customer a non-exclusive and non-transferable perpetual license: (a) to install and use the Product on only one host computer or business server in Customer's business organization; and (b) to install the client portion of the Product on a network server for access by more than one personal computer and on any personal computer client accessing the host server program.
2. You may not: (a) allow access to or use of the Product to anyone outside of your organization; (b) decompile, reverse engineer, decrypt, disassemble, or otherwise attempt to copy or replicate the source code; (c) modify or translate those portions of the Product that are provided in an object or source code form, or alter, merge, modify, reverse engineer or adapt the Product in any way including disassembling or decompiling; (d) copy, loan, rent, lease or sublicense, assign, convey, sell, mortgage, pledge, dispose or in any other manner transfer to a third-party any part of or all of Customer's rights and obligations under this Agreement or in the Product; or (e) otherwise copy, distribute, rent, loan, disseminate, publish, sell or transfer any portion of the Product in any way inconsistent with or contrary to the terms and conditions of the Agreement.
3. Any attempt to violate any prohibitions described in this Agreement shall be considered a material breach of this Agreement, and no attempt to violate section 2(c) or 2(d) in the immediately preceding paragraph shall have any effect, and any prohibited act described therein shall be void and of effect if made by the Customer.
4. You may make one copy of the Product for use as a backup copy (the "Copy") provided that:
 - (i) the Copy includes all notices of copyright and all other proprietary rights appearing in and

on the Software Product; (ii) the Copy and the original Product are not in use at the SAME time; (iii) Customer establishes a procedure for accounting for the Copy at all times; and (iv) Customer destroys or returns to MINISOFT the Copy when it is no longer required or when the license grants made hereunder are terminated for any reason, whichever occurs first.

5. This Agreement grants to Customer a license for use of the Product on the terms and conditions set forth in this Agreement; and (ii) Customer may not install, copy, perform, execute, display, or use in any other fashion the Product except in accordance with the terms and conditions of this Agreement. By any use of any element of the Product, Customer shall be deemed to have accepted and be bound by all the terms and conditions of this Agreement.
6. MINISOFT retains and reserves all rights to the Product. Nothing contained herein shall be deemed to convey to Customer any title to, or an ownership interest in, the Product or any of the intellectual property rights contained in the Product. Upon termination of this Agreement, all rights granted to Customer herein shall automatically revert to MINISOFT.

B. Termination

The license grants made hereunder shall automatically terminate on the date of any breach by the Customer of any of the terms and conditions of this Agreement. In any such termination, you shall discontinue using the Product. You further agree to return the Product to MINISOFT or destroy all components of the Product and to certify in writing that the Product is no longer in use and that you have kept no copies of the Product. In any such termination of the license grants, none of MINISOFT's rights in law or equity shall be barred, discharged, released, or otherwise impaired by such termination, and MINISOFT reserves all such rights. described herein.

C. Confidential Information

The Product also contains MINISOFT's commercially valuable, proprietary and confidential information and trade secrets (collectively "Confidential Information"). You are obligated to preserve and hold in confidence any Confidential Information and may not use any of it except in accordance with the terms and conditions of this Agreement. Confidential Information shall not include what is already public at the date of its disclosure or what later becomes lawfully public through no fault or responsibility of the Customer.

D. Limited Warranties and Limitations on Damages and Remedies.

1. Only the limited warranties expressly described in this section are made to the Customer purchasing this Product. No warranty of any kind, whether express or implied, is made to any third-party or other transferee or successor of the Customer.
2. MINISOFT warrants that it has the right to grant the licenses contained in this Agreement.
3. MINISOFT warrants that this product will execute its programming instructions when properly installed on a properly configured computer for which it is intended. MINISOFT makes no warranty of any kind, implied or express, that the Product will meet Customer's requirements or that the Product will be uninterrupted or error-free. In the event that this software product fails to execute its programming instructions, Customer's exclusive remedy shall be to return the media to MINISOFT to obtain replacement media. Should MINISOFT

be unable to replace the media, Customer shall be entitled to a refund of the purchase price upon the return of the Product and all copies.

4. MINISOFT, Inc. warrants the media upon which this Product is recorded to be free from defects in materials and workmanship under normal use for a period of 90 days from the date of purchase. During the warranty period MINISOFT will replace media that prove to be defective. Customer's exclusive remedy for any media that proves to be defective shall be to return the media to MINISOFT for replacement.
5. MINISOFT' only obligation, liability and/or remedy, with respect to the warranties set forth in this Agreement shall be one of the following, which MINISOFT shall have sole discretion to choose: (1) as described above, to provide replacement media (whether in the form of the current release or otherwise) for the Product; (2) to replace, without charge, the Product with a functionally equivalent software product; or (3) to refund the applicable license fees paid to MINISOFT by Customer. These are the sole and exclusive remedies for any breach of warranty.
6. MINISOFT shall have no obligation, liability or any other kind of responsibility for the costs of restoring any destroyed or defective data, installation of replacement media, or software conversion work made necessary by replacement media, even if MINISOFT had been specifically informed by Customer of the possibility or probability of any such consequences. During the ninety (90) days warranty period for the media, MINISOFT will replace, without charge, on an exchange basis, any media which is not as warranted. Customer must return the defective item postpaid to MINISOFT, postmarked within the time period stated above. Customer must either insure the defective item being returned or assume the risk of loss or damage in transit. Any claim under the above warranty must include a copy of Customer's receipt or invoice or other proof of the date of delivery.
7. Year 2000 Warranty. MINISOFT warrants that the Product will accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, in accordance with the Product's documentation BUT ONLY to the extent that other technology and systems (e.g., software and operating systems, hardware and firmware) used in combination with the Product properly exchanges date/time data with it. In addition to the limitations of liability and remedies described above in this Section, the Year 2000 warranty made herein is made only for ninety (90) days after the date of delivery of the Product and only if any noncompliance is discovered and made known to MINISOFT in writing within such ninety (90) days. The Year 2000 warranty expires after such ninety (90) day period and shall not extend to any events occurring after the expiration date.
8. MINISOFT makes no other warranty, expressed or implied, with respect to the Product.
9. **NOTICE: THE WARRANTIES, OBLIGATIONS AND LIABILITY OF MINISOFT AND THE RIGHTS AND REMEDIES OF CUSTOMER SPECIFICALLY SET FORTH IN THIS AGREEMENT ARE THE CUSTOMER'S EXCLUSIVE REMEDIES. MINISOFT DISCLAIMS, AND CUSTOMER HEREBY WAIVES, DISCHARGES AND RELEASES MINISOFT, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM ANY AND ALL (1) OTHER WARRANTIES, OBLIGATIONS, OR LIABILITIES AND (2) RIGHTS, CLAIMS, CAUSES OF**

ACTIONS, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE IN CONNECTION WITH, REGARDING, OR ARISING FROM THE PRODUCT OR ANY RELATED SOFTWARE, TANGIBLE OR INTANGIBLE ITEMS OR SERVICES PROVIDED UNDER THE AGREEMENT (INCLUDING, WITHOUT LIMITATION, ALL DOCUMENTATION SUPPLIED WITH THE PRODUCT). THE WAIVER, DISCHARGE AND RELEASE INCLUDE, BUT ARE NOT LIMITED TO: (1) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A SPECIFIC PURPOSE; (2) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; AND (3) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY, WHETHER IN TORT, CONTRACT, OR OTHERWISE. IN NO CASE SHALL MINISOFT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, REVENUE, PROFIT, OR DATA), PUNITIVE DAMAGES, EXEMPLARY OR OTHER STATUTORY DAMAGES, EXPENSES, COSTS (INCLUDING ATTORNEY FEES). IN ADDITION, IN NO CASE SHALL MINISOFT'S LIABILITY EXCEED THE FEES PAID BY CUSTOMER FOR THE PRODUCT.

E. Updates

MINISOFT at its sole discretion may release one or more free updates, patches, or fixes for the Product. The Product license fee covers any free updates, patches and/or fixes to the Product. You must notify MINISOFT of changes in e-mail address, mailing address, and contact name, in order to ensure you receive notification of any such free release. Nothing in the foregoing, however, requires MINISOFT to release any free updates, patches or fixes for the Product.

F. Miscellaneous

1. **Governing Law.** This Agreement is made for the sole benefit of the parties hereto, and there are no third party beneficiaries to this Agreement. This Agreement shall be interpreted under the laws of the State of Washington, notwithstanding the application of any jurisdiction's choice-of-law rules to the contrary.
2. **Independent Contractors.** No agency, partnership, joint venture, or employer-employee relationship is created hereby, and neither party nor any of its agents or employees shall have any authority of any kind to bind the other party in any respect whatsoever. Each party is an independent contractor to the other party.
3. **No Assignment by Customer.** This Agreement shall be binding upon and inure to the benefit of MINISOFT and any successors and assigns. Customer shall have no right to assign or otherwise transfer its rights or obligations under this Agreement except with the prior written consent of MINISOFT, which MINISOFT in its sole discretion and for any reason or no reason provide or withhold.
4. **Entire Agreement.** This Agreement contains the complete understanding between the parties and shall as of the date the Product is first installed supersede all other agreements, whether they are written or oral, between the parties concerning the particular subject matter. The language of this Agreement shall for all purposes be construed as a whole, according to its fair meaning, not strictly for or against either party, and without regard to the identity or

status of any person who drafted all or any part of it. No purchase order or any other purchasing instruments issued by Customer, even if such purchase order or other purchasing instrument provides that it takes precedence over any other agreement between the parties, shall be effective to contradict, modify, delete from or add to the terms of this agreement in any manner whatsoever.

5. Severability. In the event that any one or more provisions of this Agreement is found by a court of competent jurisdiction to be unenforceable or invalid, then notwithstanding any such finding the remainder of this Agreement shall remain in full force and effect, and such provision that is found to be unenforceable or invalid shall be deemed severed.
6. Waiver. Neither party's right to require performance of the other party's obligations hereunder shall be affected by any previous waiver, forbearance, or course of dealing, nor shall any waiver or forbearance or other course of dealing at any time with respect to any term or condition in this Agreement be effective unless evidenced in writing signed by the waiving party as to such waiver, forbearance or other course of dealing. No waiver or modification of this Agreement or any covenant, condition or limitation herein contained shall be valid and no evidence of waiver or modification shall be offered or received in evidence in any proceeding, arbitration or litigation between the parties hereto arising out of or affecting this Agreement or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing duly signed by both parties.
7. Headings, Sections - The various headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any Section or provision hereof.
8. Disputes; jurisdiction and venue. Customer and MINISOFT consent to personal jurisdiction, subject matter jurisdiction, and venue in the state and/or federal courts sitting in King or Snohomish Counties, State of Washington. Any action relating to this Agreement must be brought in the state or federal courts located in King or Snohomish County, Washington.
9. Attorney's Fees. In the event legal action is brought by either party to enforce any of the provisions of this Agreement, the prevailing party shall recover its reasonable attorney's fees, costs, and expenses, including but not limited to fees, costs and expenses of collecting any judgment.
10. Export. The export of this product is restricted by U.S. export regulations.
11. GOVERNMENT RESTRICTED RIGHTS. The Software Product and documentation are provided with restricted rights. Use, duplication or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(2)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252. 227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Contractor/manufacturer is MINISOFT, INC., 1024 FIRST STREET, SNOHOMISH, WASHINGTON, 98290, U.S.A.