

CONFLUENT TECHNOLOGIES COMPUTER SOFTWARE LICENSE AGREEMENT

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AS PARTIES TO THIS AGREEMENT, CONFLUENT TECHNOLOGIES GRANTS YOU ("CUSTOMER") A LICENSE TO USE THE ENCLOSED SOFTWARE AND RELATED MATERIALS ON THE FOLLOWING TERMS:

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"Computer Software"	All computer files (binary, code and data) produced and distributed by Confluent Technologies on the enclosed media, as well as each copy of, update of or enhancement to such files.
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"Run-Time Program"	The Confluent Technologies computer program that must be included with each copy of all applications created using Confluent Technologies' Computer Software and distributed to users other than Customer under the terms of this Agreement.
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"Term"	The time period specified in Paragraph 5 of this Agreement.
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"Applications"	Multimedia programs created by the Customer using the Computer Software and Related Materials covered by the terms of this License Agreement

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The Customer may not transfer or communicate the functionality of the Computer Software to any third party except by the creation of Applications that are distributed only with a copy of the Run-Time Programs for each user of the Applications. The Customer may make a single copy of the Computer Software for backup purposes. The Customer shall not: (a) remove any product identification, copyright notices or other notices or proprietary restrictions from the Computer Software; (b) use the Computer Software for commercial timesharing, rental or service bureau use; (c) transfer, sell, assign or otherwise convey this Computer Software license to another party without Confluent Technologies' prior written consent; or (d) cause or permit the reverse engineering, disassembly, or decompilation of the Computer Software.

Upon termination of this license, for any reason, the Customer shall return to Confluent Technologies, or destroy, all copies of the Computer Software and Related Materials in its possession. All copies of the Computer Software and Related Materials shall be removed from any storage media before disposal of such media. Within one month of the date of the termination of this license, the Customer shall notify Confluent Technologies in writing of compliance with the requirements of this section.

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The Computer Software is the proprietary product of Confluent Technologies and is protected by international copyright laws and treaties and other intellectual property laws. The Customer acquires only the right to use the Computer Software and does not acquire any rights of ownership, express or implied, in the Computer Software or media containing the Computer Software, other than those specified in this License Agreement. Confluent Technologies shall at all times retain all rights, title, interest, including intellectual property rights, in Computer Software and media.

4. RUN-TIME PROGRAM RIGHTS AND OBLIGATIONS

The Customer has the right to make and provide copies of the Run-Time Program to all users of Applications produced by the Customer, provided that the Customer does not charge money or other consideration for the use of such Applications.

5. TERM

Subject to paragraph 4, the term of the license is the term of the intellectual property rights in the Subject Matter. This license terminates immediately if Confluent Technologies gives the Customer notice of a material breach of a provision of this Agreement.

6. WARRANTIES AND LIMITATION OF LIABILITIES

Confluent Technologies warrants that for 90 days from date of delivery to the Customer: (a) enclosed media is free of defects in materials and workmanship under normal use; and (b) unmodified Computer Software will substantially perform functions described in documentation provided by Confluent Technologies when operated on a stand-alone computer configured in accordance with the minimum requirements contained on the box in which the media is contained. Confluent Technologies does not warrant that: Computer Software will meet the Customer's requirements, programs will operate in combinations the Customer may select for use, operation of Computer Software will be uninterrupted or error-free, or all Program errors will be corrected. These warranties are exclusive and in lieu of all other warranties and conditions, whether express or implied, of merchantability or fitness for a particular purpose. If the Customer reports an error in a Program within the 90 day period, Confluent Technologies shall, at its option, correct the error, provide the Customer with a reasonable procedure to circumvent the error, or, upon return of the Computer Software to Confluent Technologies by the Customer, refund the license fees paid. Confluent Technologies will replace any defective media without charge if it is returned to Confluent Technologies within the 90 day period. These are the Customer's sole and exclusive remedies for any breach of warranty. In addition to the legal rights provided by this limited warranty, the Customer may have others, which vary from country to country, state to state, or province to province.

LIMITATION OF LIABILITY: CONFLUENT TECHNOLOGIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY THE CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF CONFLUENT TECHNOLOGIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CONFLUENT TECHNOLOGIES' LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE FEES PAID BY THE CUSTOMER FOR THIS LICENSE.

7. GOVERNING LAWS AND DISPUTE RESOLUTION

This Agreement shall be interpreted under the laws of and any disputes shall be litigated or arbitrated, at the option of Confluent Technologies, in the Province of Ontario, Canada.

8. ASSIGNABILITY

This Agreement is binding on both the parties to this License Agreement.

9. GENERAL PROVISIONS

This License Agreement cannot be amended or modified other than by a change made in writing and executed by both parties. Covenants concerning intellectual property are to be construed as being independent of other provisions in this Agreement. In the event that any portion of this License Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then the remaining provisions of the License Agreement shall survive unaffected.