

Software License Agreement

END-USER LICENSE AGREEMENT FOR UATSOLUTIONS -- Screen Scavenger

IMPORTANT-READ CAREFULLY: This UATsolutions Software License Agreement ("USLA") is a legal agreement between you (either an individual or a single entity) and UATsolutions for the UATsolutions software product identified above, which includes computer software and associated media and printed materials, and may include "online" or electronic documentation ("SOFTWARE PRODUCT" or "SOFTWARE"). By installing, copying, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this USLA. If you do not agree to the terms of this USLA, promptly return the unused SOFTWARE PRODUCT to the place from which you obtained it for a full refund.

SOFTWARE PRODUCT LICENSE

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold.

1. GRANT OF LICENSE

This USLA grants you the following rights:

The following section, Systems Software applies to all versions of the SOFTWARE PRODUCT unless the Help > About dialog in the SOFTWARE PRODUCT specifies a Multi-user version.

Systems Software - You may install and use one copy of the SOFTWARE PRODUCT on a single computer at a time and only by one user at a time.

Systems Software (Multi-user) - You may install and use copies of the SOFTWARE PRODUCT, up to, but not to exceed, the number of licenses shown on your purchase record ("primary copy").

Each primary user of the SOFTWARE PRODUCT specified above, may also install and use an additional copy of the SOFTWARE PRODUCT on a portable device or home computer (not both), providing this copy is not used concurrently with the primary copy.

Network Storage/Use - You may also store or install a copy of the SOFTWARE PRODUCT on a storage device, such as a network server, used only to install or run the SOFTWARE PRODUCT on your other computers over an internal network; however, you must acquire and dedicate a license for each separate computer on which the SOFTWARE PRODUCT is installed or run from the storage device.

Concurrent Use - A license for the SOFTWARE PRODUCT may not be used concurrently on different computers.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

Limitations on Reverse Engineering, Decompilation, and Disassembly - You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT.

Separation of Components - The SOFTWARE PRODUCT is licensed as a single product. Its component parts may not be separated for use on more than one computer.

Rental - You may not rent or lease the SOFTWARE PRODUCT.

Software Transfer - You may not permanently transfer all of your rights under this USLA without the prior written consent of UATsolutions.

Termination - Without prejudice to any other rights, UATsolutions may terminate this USLA if you fail to comply with the terms and conditions of this USLA. In such event, you must destroy all copies of the SOFTWARE PRODUCT and all of its component parts.

Development License Restrictions - These restrictions apply to a licensee who develops Application Software that utilizes SOFTWARE PRODUCT in a commercially distributed application.

- (i) Must purchase a license of SOFTWARE PRODUCT for each copy of the Application Software sold;
- (ii) SOFTWARE PRODUCT is not the sole or primary component of such Application Software;
- (iii) You must give proper acknowledgment of the copyright of UATSOLUTIONS;
- (iv) Must not be used to create a software application that competes with or is intended to compete with, directly or indirectly, the SOFTWARE PRODUCT;
- (v) The Application Software must add significant value to the SOFTWARE PRODUCT

All other uses that fall outside the scope of the USLA must receive the prior written permission of UATsolutions.

3. UPGRADES

If the SOFTWARE PRODUCT is an upgrade from another product, whether from UATsolutions or another supplier, you may use or transfer the SOFTWARE PRODUCT only in conjunction with that upgraded product, unless you destroy the upgraded product. If the SOFTWARE PRODUCT is an upgrade of a UATsolutions product, you now may use that upgraded product only in accordance with this USLA. If the SOFTWARE PRODUCT is an upgrade of a component of a package of software programs that you licensed as a single product, the SOFTWARE PRODUCT may be used and transferred only as part of that single product package and may not be separated for use on more than one computer.

4. COPYRIGHT

All title and copyrights in and to the SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets," incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT, are owned by UATsolutions, Cimperman, L.L.C. or its suppliers. The SOFTWARE PRODUCT is protected by copyright

laws and international treaty provisions. Therefore, you must treat the SOFTWARE PRODUCT like any other copyrighted material except that you may either (a) make one copy of the SOFTWARE PRODUCT solely for backup or archival purposes, or (b) install the SOFTWARE PRODUCT on a single computer provided you keep the original solely for backup or archival purposes. You may not copy the printed materials accompanying the SOFTWARE PRODUCT. Copyrights and trademarks may not be used on online auction sites without the express prior written permission of UATsolutions.

5. INJUNCTIVE RELIEF

The parties agree that if you utilize or otherwise use any of the Software Product in an unauthorized manner, or breach the remaining terms and conditions of this USLA, that such use or breach would have a devastating and serious impact on UATsolutions' continuing ability to compete profitably and would, therefore, result in immediate and irreparable injury, loss or damage to UATsolutions. The parties agree that in such event, in addition to UATsolutions' right to recover damages for a breach of this USLA, UATsolutions would be entitled to obtain a temporary restraining order or a preliminary injunction from a court of competent jurisdiction to prevent You, your employees, agents, consultants, or independent contractors from engaging in any further use of the Software Product or the continued breach of the remaining terms and conditions of this USLA.

6. DUAL-MEDIA SOFTWARE

You may receive the SOFTWARE PRODUCT in more than one medium. Regardless of the type or size of medium you receive, you may use only one medium that is appropriate for your single computer. You may not use or install the other medium on another computer. You may not loan, rent, lease, or otherwise transfer the other medium to another user.

7. U.S. 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)(1)(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. Manufacturer is:

UATsolutions
12000 Johns Pl
Fairfax, VA 22033

8. MISCELLANEOUS

This USLA is governed by the laws of the State of Virginia, and the parties to this Agreement waive personal service of any and all process upon them and consent that all such service of process be made by registered mail and shall be deemed to be completed five (5) business days after the same shall have been deposited in the United States mail, postage prepaid. You waive any objection based on forum non convenienc and any objection to venue of any action instituted under this Agreement by UATsolutions in any jurisdiction.

Should you have any questions concerning this USLA, or if you desire to contact UATsolutions for any reason, please contact the UATsolutions subsidiary serving your country, if one exists, or write:

UATsolutions
12000 Johns Pl
Fairfax, VA 22033 USA

Phone: +1 703-863-5024
Sales: sales@UATsolutions.com
Support: support@UATsolutions.com
WWW: <http://www.UATsolutions.com>

9. LIMITED WARRANTY

UATsolutions warrants that (a) the SOFTWARE PRODUCT will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt, and (b) any hardware accompanying the SOFTWARE PRODUCT will be free from defects in materials and workmanship under normal use and service for a period of one (1) year from the date of receipt. Some states and jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. To the extent allowed by applicable law, implied warranties on the SOFTWARE PRODUCT and hardware, if any, are limited to ninety (90) days and one year, respectively.

10. CUSTOMER REMEDIES

UATsolutions' and its suppliers' entire liability and your exclusive remedy shall be, at UATsolutions' option, either
(a) return of the price paid, or

(b) repair or replacement of the SOFTWARE PRODUCT or hardware that does not meet UATsolutions' Limited Warranty and which is returned to UATsolutions with a copy of your receipt. This Limited Warranty is void if failure of the SOFTWARE PRODUCT or hardware has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE PRODUCT or hardware will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside the United States, neither these remedies nor any product support services offered by UATsolutions are available without proof of purchase from an authorized international source.

11. NO OTHER WARRANTIES

To the maximum extent permitted by applicable law, UATsolutions and its suppliers disclaim all other warranties, either express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with regard to the software product, and any accompanying hardware. This limited warranty gives you specific legal rights. You may have others, which vary from state/jurisdiction to state/jurisdiction.

12. NO LIABILITY FOR CONSEQUENTIAL DAMAGES

a. To the maximum extent permitted by applicable law, in no event shall UATsolutions or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the software product, even if UATsolutions has been advised of the possibility of such damages. Because some states and jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

b. Note that this application captures information for a user's computer screen and keyboard inputs. If that user is accessing personal or confidential data, it will be captured as well and distributed as the user chooses to do. Therefore, the user must take caution, as with any sensitive data, that information included in the screen and keyboard captures be sent only to the intended recipients and users.

13. SURVIVAL

The restrictions and obligations as contained in this USLA which You have voluntarily agreed to shall survive any expiration, termination or cancellation of this USLA, and shall continue and remain in effect for one year, said period commencing on the day and year first written above to bind You, and your employees, agents, successors, heirs and assigns.

14. INTEGRATION

This USLA sets forth the entire Agreement and understanding between the parties as to the subject matter of this Agreement and supersedes all prior discussions, representations, and amendments of understandings of every kind and nature between them.

15. AMENDMENTS

Except as otherwise provided in this USLA, this Agreement may not be amended, altered, or any of its provisions waived on behalf of either party, except in writing executed by both parties' duly authorized agent.

16. ASSIGNABILITY

This Agreement and the rights and duties under this Agreement may not be assigned by you without prior written consent of UATsolutions.

17. BENEFIT

This USLA shall be binding upon and inure to the benefit of UATsolutions and its successors and permitted assigns.

18. COUNTERPARTS

This USLA may be executed in one or more counterparts, each of which shall be enforceable against the party actually executing the counterparts, and all of which together shall constitute one instrument.

19. CAPTIONS

Captions contained in this Agreement are inserted for reference and in no way define, limit, extend or describe the scope of the USLA or intent of any provision in the USLA.

20. SEVERABILITY

If any provision of this USLA becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this USLA shall continue in full force and effect without said provision; provided, however, that no such severability shall be effective if it materially changes the economic benefit of the USLA to the other party.

21. AUTHORITY TO EXECUTE

You warrant and represent to UATsolutions that this USLA shall be binding upon You once executed, and that the individual executing this document is authorized or has been empowered to do so.