M Squared Technologies (tm) Software/Source Code License Agreement

General Terms

As a licensee of our products you are legally bound by this license agreement, its terms and conditions. The software, source code and documentation which you have/will acquired is the legal intellectual property of M Squared Technologies and is protected by the copy right laws of the United States and international copy right treaties. The possession and use of this Software and Documentation is subject to the restrictions contained in this license agreement.

You, the licensee, are explicitly licensed to the type of license identified

under license type. This license is non-transferable to any other party other than the licensee.

The source code provided with this software (if applicable) is for re-compilation only. You may NOT modify, print, publish, sell, give away or distribute this product in any manner, shape or form. Failure to comply

with this provision will void this License agreement, product support and

result in prosecution. M Squared Technologies reserves all rights not expressly granted to the licensee.

This License will become effective on the date you acquire the Software and will remain in force until terminated. You may terminate this License

at any time by destroying the Documentation, Source Code and all binary executables, object code or images built from said source, together with all copies and adaptations. This License shall automatically terminate if

you breach any of the terms or conditions. You agree to destroy all the originals and all copies of the Software and Documentation, or return them to M Squared Technologies upon termination of the License.

Governing Laws

Except as otherwise restricted by law, this License shall be governed by,

and interpreted in accordance with, the laws of the State of Florida of the

United States of America, without regard to Laws of Florida governing conflicts of law. Furthermore, it is understood that this License shall be

treated as though it was executed in the State of Florida. The parties agree that any action relating to this License shall be prosecuted in the

courts of competent jurisdiction in the locale of M Squared Technologies.

Entire License

This License sets forth the entire understanding of the License between you and M Squared Technologies and may be amended only in writing by both parties. No vendor, distributor, dealer, retailer, sales person or other person is authorized to modify this License or to make any warranty, promise or representation which is different than, or in addition

to, the intent, representations or promises of this license.

Ownership of Software

Title to all copies of the Software remains with M Squared Technologies. M Squared Technologies is the original author, the sole distributor and legal owner of its Software products. M Squared Technologies warrants its sole authority to grant the license of its Software to the licensee.

Satisfaction Guaranteed

If you are not 100% satisfied with the licensed Software, M Squared Technologies entire liability and your exclusive remedy shall be to remove the Software from your computer and return it to M Squared Technologies in the original format within 30 days of the licensed date for a full refund.

Limited Media Warranty

If the Software has been delivered by M Squared Technologies on physical media, M Squared Technologies warrants the media to be free from material physical defects for a period of 30 days. If such a defect is

found, return the media to M Squared Technologies for replacement or alternate delivery of the Software.

Support

M Squared Technologies will provide technical support for licensed Software for one year from the date of license. Requests for support must

be submitted with the license number. Requests for support should be submitted by Email or FAX with written documentation as to the specific nature of the question or problem to ensure it is clearly understood. M Squared Technologies will make every reasonable effort to fully resolve questions and problems arising from use of its Software.

Purchased Maintenance Agreement

A one-year maintenance agreement includes email support, minor and major version updates for the maintained software product for the duration of the paid maintenance period.

Disclaimer of Warranties

Except as expressly provided above, the Software and Services are provided "as-is" and, to the maximum extent permitted by applicable law. M Squared Technologies disclaims all other warranties, express or implied, regarding the Software or Services, disk and related materials, including their fitness for a particular purpose, their quality, their merchantability, or their non-infringement. M Squared Technologies does not warrant that the Software or Services are free from bugs, interruption, errors, or other program limitations. All warranties or guarantees given or made by M Squared Technologies with respect to the Software of Services (1) are for the benefit of the licensee and are not

transferable, and (2) shall be null and void if a licensee breaches any terms or conditions of this Agreement.

Limitation of Liability and Damages

The entire liability of M Squared Technologies for any reason shall be limited to the amount paid by the licensee for the Software. In no event shall M Squared Technologies be liable for any damages whatsoever (including, without limitation, lost profits, business interruption, or lost

information) arising out of the use of or inability to use the Software, even

if M Squared Technologies has been advised of the possibility of such damages. Some jurisdictions prohibit exclusion or limitation of liability for

implied warranties or consequential or incidental damages, so the above limitations may not apply to you. You may also have other legal rights that vary from jurisdiction to jurisdiction.