

END USER LICENSE AGREEMENT (EULA)

NOTICE TO USER:

THIS IS AN AGREEMENT GOVERNING YOUR USE OF IGIVETEST, FURTHER DEFINED HEREIN AS "PRODUCT", AND THE LICENSOR OF THE PRODUCT IS WILLING TO PROVIDE YOU WITH ACCESS TO THE PRODUCT ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. BELOW, YOU ARE ASKED TO ACCEPT THIS AGREEMENT AND CONTINUE TO INSTALL OR, IF YOU DO NOT WISH TO ACCEPT THIS AGREEMENT, TO DECLINE THIS AGREEMENT, IN WHICH CASE YOU WILL NOT BE ABLE TO INSTALL OR OPERATE THE PRODUCT. BY INSTALLING THIS PRODUCT YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

A COPY OF THIS EULA CAN BE FOUND AT THE INSTALLATION DIRECTORY UNDER THE DOCUMENTS NAME "EULA.PDF".

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By accessing, storing, loading, installing, executing, displaying, copying the Product into the memory of a Client Device, as defined below, or otherwise benefiting from using the functionality of the Product ("Operating"), you agree to be bound by the terms and conditions of this Agreement. If you do not agree to the terms and conditions of this Agreement, the Licensor is unwilling to license the Product to you. In such event, you may not Operate or use the Product in any way.

BEFORE YOU PUT A CHECKMARK AT THE "I ACCEPT THE AGREEMENT" BUTTON AND PRESS "NEXT", PLEASE CAREFULLY READ THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS SUCH ACTIONS ARE A SYMBOL OF YOUR SIGNATURE AND BY CLICKING ON THE "I ACCEPT THE AGREEMENT" AND "NEXT" BUTTONS, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT AND AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE "CANCEL" BUTTON AND THE PRODUCT WILL NOT BE INSTALLED ON YOUR CLIENT DEVICE, AS SUCH TERM IS DEFINED BELOW. For your reference, you may refer to the copy of this Agreement that can be found in the Help for the Software. You may also receive a copy of this Agreement by contacting Licensor at: legal@sight2k.com.

1. Proprietary Rights and Non-Disclosure.

1.1. Ownership Rights. You agree that the Product and the authorship, systems, ideas, methods of operation, documentation and other information contained in the Product, are proprietary intellectual properties and or the valuable trade secrets of the Licensor and are protected by civil and criminal law, and by the law of copyright, trade secret, trademark and patent of United States, other countries and international treaties. You may use trademarks only insofar as to identify printed output produced by the Product in accordance with accepted trademark practice, including identification of trademark owner's name. Such use of any trademark does not give you any rights of ownership in that trademark. The Licensor and its suppliers own and retain all right, title, and interest in and to the Product, including all copyrights, patents, trade secret rights, trademarks, and other intellectual property rights therein. Your possession, installation or use of the Product does not transfer to you any title to the intellectual property in the Product, and you will not acquire any rights to the Product except as expressly set forth in this Agreement. All copies of the Product made hereunder must contain the same proprietary notices that appear on and in the Product. Except as stated herein, this Agreement does not grant you any intellectual property rights in the Product.

1.2. Source Code and Modifications. You acknowledge that the source code for the Product is proprietary to the Licensor and constitutes trade secrets of the Licensor. You agree not to reverse engineer, decompile, disassemble the source code of the Product in any way but you may change, add or delete any files of the licensed copy of the Products and you may adapt or modify the source code solely for purposes of Operating a licensed copy the Product by you provided that you may not, in any event, remove or alter any copyright notices or other proprietary notices on any copies of the Product, whether so modified or not, and further provided that any such change, addition, deletion, adaptation or modification voids any express warranty provided herein and terminates any right to support services.

1.3. License Key File and Confidential Information. You agree that, unless otherwise specifically provided herein or agreed by the Licensor in writing, the Product, including the specific design and structure of individual programs and the Product, including without limitation the License Key File provided to you by the Licensor and/or its authorized resellers or distributors, constitute confidential proprietary information of the Licensor provided that such items bear a "proprietary" or "confidential" marking so that You and your users have notice of their confidential status. For purposes hereof, "License Key File" shall mean a unique key identification file or a combination of unique electronic characters provided to you by the Licensor confirming the purchase of the license from the Licensor, which may carry the information about the license and the number of permitted users, and enabling the full functionality of the Product in accordance with the license granted under this Agreement. You agree not to transfer, copy, disclose, provide or otherwise make available such confidential information in any form to any third party without the prior written consent of the Licensor. You agree to implement reasonable security measures to protect such confidential information, but without limitation to the foregoing, shall use commercially reasonable efforts to maintain the security of the License Key File provided to you by the Licensor and/or its authorized resellers or distributors.

2. Grant of License.

2.1. License. The Licensor grants you the following rights:

a). Trial Version. If you have received, downloaded and/or installed a trial version of the Product and are hereby granted an evaluation license for the Software and you may Operate the Product only for evaluation purposes and only during the single applicable evaluation period of thirty (30) days, unless otherwise indicated, from the date of the initial installation. Any use of the Product for other purposes or beyond the applicable evaluation period is strictly prohibited, provided however that, subject to the restrictions contained herein, you may copy and distribute a trial version of the Software without any modifications whatsoever to any third party subject to this Agreement and further provided that you have no technical support rights during the trial period.

b). Grant of License. Unless otherwise specifically indicated under a valid license (e.g. volume license) granted by the Licensor you are granted a non-exclusive and non-transferable license to install one (1) copy of the Product and during the term of your license, subject to the payment of the applicable fees and your compliance with the terms hereof, this Agreement permits you or any of your employees to Operate one copy of the specified version of the Product, for internal purposes only, on one computer, workstation, or other electronic device of which the software was designed (each a "Client Device") and implemented solely within one internet project using a single copy of the database and structure included in the Product licensed hereunder (the "Project"). Additionally, the license may specify other terms, conditions and restrictions of Operating of the Product, including without limitation, the number of employees and e-mail accounts that could be analyzed or monitored with each copy of the Product. If you have purchased multiple licenses for the Product, then the number of multiple licenses shall determine the number of copies of the Product you may have and the number of Client Devices on which you may Operate the Product. If the Product is licensed as a suite or bundle with more than one specified software product, this license applies to all such specified software products, subject to any restrictions or usage terms specified on the applicable price list or product packaging that apply to any of such software products individually. The Licensor reserves all rights not expressly granted herein.

c). Volume Use. If the Product is licensed with volume license terms specified in the applicable product invoicing or packaging for the Product, you may make use and install as many additional copies of the Product on the number of Client Devices as the volume license terms specify. You must have a reasonable mechanism in place to ensure that the number of Client Devices on which the Product has been installed does not exceed the number of licenses you have obtained.

d). Test copy. You may also make a copy of the Product solely for purposes of testing, adjusting and similar tasks provided that such copy is deleted upon consummation of the Project.

e). Multiple Environment Product; Multiple Language Product; Dual Media Product; Multiple Copies; Bundles. If the Product supports multiple platforms or languages, if you receive the Product on multiple media, if you otherwise receive multiple copies of the Product, or if you received the Product bundled with other software, the total number of your Client Devices on which all versions of the Product are installed may not exceed the number of licenses you have obtained from the Licensor. You may not rent, lease, sublicense, lend or transfer any versions or copies of the Product you do not use.

2.2. Back-up Copies. You can make one (1) copy the Product for backup and archival purposes, provided, however, that the original and each copy is kept in your possession or control, and that your installation and use of the Product does not exceed that which is allowed in this Section 2.

2.3. Term and Termination. The term of this Agreement ("Term") shall begin when you download, access or install the Product or pay the applicable license fees (whichever is earlier) and shall continue for the term specified in your order. Without prejudice to any other rights, this Agreement will terminate automatically if you fail to comply with any of the limitations or other requirements described herein. Upon any termination or expiration of this Agreement, you must immediately cease use of the Product and destroy all copies of the Product.

2.4. No Rights Upon Termination. Upon termination of this Agreement you will no longer be authorized to Operate or use the Product in any way.

3. Support and Updates.

3.1. Terms of Support. During the Warranty Period as defined below, you are entitled to technical services and support for the Product which is provided to you by Licensor during the regular business hours (GMT), except for locally-observed holidays, and includes the support provided through a special technical support section of the Licensor's site (the "Site") or email (support@sight2k.com). During such period of one year, e-mail support, is unlimited and includes technical and support questions and patch fixes. Any question submitted to the Site support channel will be responded to within two (2) business days.

3.2. Updates. During the Warranty Period hereunder, you may download Updates to the Product when and as the Licensor publishes them on the Site, or through other online services. If the Product is an Update to a previous version of the Product, you must possess a valid license to such previous version in order to use the Update. You may continue to use the previous version of the Product on your Client Device after you receive the Update to assist you in the transition to the Update, provided that: (i) the Update and the previous version are installed on the same Client Device; (ii) the previous version or copies thereof are not transferred to another party or Client Device unless all copies of the Update are also transferred to such party or Client Device; and (iii) you acknowledge that any obligation the Licensor may have to support the previous version of the Product may be ended upon availability of the Update. Except for the rights to free Updates during the Warranty Period, as further defined herein, nothing in this Agreement shall be construed as to grant you any rights or licenses with regard to the new releases of the Product or to entitle you to any new release. This Agreement does not obligate the Company to provide any Updates. Notwithstanding the foregoing, any Updates that you may receive become part of the Product and the terms of this Agreement apply to them (unless this Agreement is superseded by a succeeding agreement accompanying such Update or modified version of the Product).

4. Restrictions.

4.1. No Transfer of Rights. You may not transfer any rights pursuant to this Agreement nor rent, sublicense, lease, loan or resell the Product. You may not permit third parties to benefit from the use or functionality of the Product via a timesharing, service bureau or other arrangement, except to the extent such use is specified in the application price list, purchase order or product packaging for the Product. Except as otherwise provided in Section 1.2 hereof, you may not, without the Licensor's prior written consent, reverse engineer, decompile, disassemble or otherwise reduce any part of the Product to human readable form nor permit any third party to do so, except to the extent the foregoing restriction is expressly prohibited by applicable law. Notwithstanding the foregoing sentence, decompiling the Software is permitted to the extent the laws of your jurisdiction give you the right to do so to obtain information necessary to render the Software interoperable with other software; provided, however, that you must first request such information from the Licensor and the Licensor may, in its discretion, either provide such information to you (subject to confidentiality terms) or impose reasonable conditions, including a reasonable fee, on such use of the Software to ensure that the Licensor's and its affiliates' proprietary rights in the Software

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4.2. Proprietary Notices and Copies. You may not remove any proprietary notices or labels on the Product. You may not copy the Product except as expressly permitted in Section 2 above.

4.3. Compliance with Law. You agree that in Operating the Product and in using any report or information derived as a result of Operating this Product, you will comply with all applicable international, national, state, regional and local laws and regulations, including, without limitation, privacy, trademark, patent, copyright, export control and obscenity law and you shall not use the Product for unethical or illegal business practices or in violation of any obligation to a third party in using, operating, accessing or running any of the Product and shall not knowingly assist any other person or entity to so violate any obligation to a third party.

4.4. Additional Protection Measures. Solely for the purpose of preventing unlicensed use of the Product, the Software may install on your Client Device technological measures that are designed to prevent unlicensed use, and the Licensor may use this technology to confirm that you have a licensed copy of the Product. The update of these technological measures may occur through the installation of the Updates. The Updates will not install on unlicensed copies of the Product. If you are not using a licensed copy of the Product, you are not allowed to install the Updates. The Licensor will not collect any personally identifiable information from your Client Device during this process.

5. WARRANTIES AND DISCLAIMERS.

5.1. Limited Warranty. The Licensor warrants that for one year (the "Warranty Period") from the date the License Key File is provided to you by Licensor, the media on which Product has been provided will be free from defects in materials and workmanship and free from viruses, time bombs, Trojan horses and other disabling devices, and that the Software will perform substantially in accordance with the Documentation or generally conform to the Product's specifications published by the Licensor, and that Licensor will maintain at least two versions backward compatible with the current Product release. Non-substantial variations of performance from the Documentation do not establish a warranty right. THIS LIMITED WARRANTY DOES NOT APPLY TO UPDATES AS APPLIED TO ANY MODIFIED PRODUCT, WHETHER OR NOT SUCH MODIFICATION IS PERMISSIBLE HEREUNDER, TRIAL AND EVALUATION VERSIONS, UPDATES, PRE-RELEASE, TRYOUT, PRODUCT SAMPLER, OR NOT FOR RESALE (NFR) COPIES OF PRODUCT. This limited warranty is void and your support right terminate if the defect has resulted from accident, abuse, or misapplication or any modification, whether or not such modification is permitted hereunder. To make a warranty claim, you must return the Product to the location where you obtained it along with proof of purchase within such sixty (60) day period of the license fee you paid for the Product. THE LIMITED WARRANTY SET FORTH IN THIS SECTION GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE ADDITIONAL RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

5.2. Customer Remedies. The Licensor and its suppliers' entire liability and your exclusive remedy for any breach of the foregoing warranty shall be at the Licensor's option: (i) return of the purchase price paid for the license, if any, (ii) replacement of the defective media in which the Product is contained, or (iii) correction of the defects, "bugs" or errors within reasonable period of time. You must return the defective media to the Licensor at your expense with a copy of your receipt. Any replacement media will be warranted for the remainder of the original warranty period.

5.3. NO OTHER WARRANTIES. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, AND FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT TO WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO YOU IN YOUR JURISDICTION, THE PRODUCT IS PROVIDED "AS-IS" WITHOUT ANY WARRANTY WHATSOEVER AND THE LICENSOR MAKES NO PROMISES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE, REGARDING OR RELATING TO THE PRODUCT OR CONTENT THEREIN OR TO ANY OTHER MATERIAL FURNISHED OR PROVIDED TO YOU PURSUANT TO THIS AGREEMENT OR OTHERWISE. YOU ASSUME ALL RISKS AND RESPONSIBILITIES FOR SELECTION OF THE PRODUCT TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE PRODUCT. THE LICENSOR MAKES NO WARRANTY THAT THE PRODUCT WILL BE ERROR FREE OR FREE FROM INTERRUPTION OR FAILURE, OR THAT IT IS COMPATIBLE WITH ANY PARTICULAR HARDWARE OR SOFTWARE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, INTEGRATION, SATISFACTORY QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCT AND THE ACCOMPANYING WRITTEN MATERIALS OR THE USE THEREOF. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. YOU HEREBY ACKNOWLEDGE THAT THE PRODUCT MAY NOT BE OR BECOME AVAILABLE DUE TO ANY NUMBER OF FACTORS INCLUDING WITHOUT LIMITATION PERIODIC SYSTEM MAINTENANCE, SCHEDULED OR UNSCHEDULED, ACTS OF GOD, TECHNICAL FAILURE OF THE SOFTWARE, TELECOMMUNICATIONS INFRASTRUCTURE, OR DELAY OR DISRUPTION ATTRIBUTABLE TO VIRUSES, DENIAL OF SERVICE ATTACKS, INCREASED OR FLUCTUATING DEMAND, AND ACTIONS AND OMISSIONS OF THIRD PARTIES. THEREFORE, THE LICENSOR EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY REGARDING SYSTEM AND/OR SOFTWARE AVAILABILITY, ACCESSIBILITY, OR PERFORMANCE. THE LICENSOR DISCLAIMS ANY AND ALL LIABILITY FOR THE LOSS OF DATA DURING ANY COMMUNICATIONS AND ANY LIABILITY ARISING FROM OR RELATED TO ANY FAILURE BY THE LICENSOR TO TRANSMIT ACCURATE OR COMPLETE INFORMATION TO YOU.

5.4. LIMITED LIABILITY; NO LIABILITY FOR CONSEQUENTIAL DAMAGES. YOU ASSUME THE ENTIRE COST OF ANY DAMAGE RESULTING FROM YOUR USE OF THE PRODUCT AND THE INFORMATION CONTAINED IN OR COMPILED BY THE PRODUCT (EXCLUDING LICENSOR'S LIABILITY FOR INDEMNIFICATION FOR INTELLECTUAL PROPERTY CLAIMS BROUGHT BY ANY THIRD PARTY AS CLARIFIED UNDER SECTION 6 (INDEMNIFICATION)), AND THE INTERACTION (OR FAILURE TO INTERACT PROPERLY) WITH ANY OTHER HARDWARE OR SOFTWARE WHETHER PROVIDED BY THE LICENSOR OR A THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE LICENSOR OR ITS SUPPLIERS OR LICENSORS BE LIABLE TO LICENSOR OR LICENSEE AND ITS AFFILIATES LIABLE TO LICENSOR FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, HARDWARE OR SOFTWARE DISRUPTION IMPAIRMENT OR FAILURE, REPAIR COSTS, TIME VALUE OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT, OR THE INCOMPATIBILITY OF THE PRODUCT WITH ANY HARDWARE SOFTWARE OR USAGE, EVEN IF SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL LICENSOR'S TOTAL LIABILITY TO YOU OR YOUR TOTAL LIABILITY TO LICENSOR FOR ALL DAMAGES IN ANY ONE OR MORE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE

EXTENT THAT APPLICABLE LAW PROHIBITS SUCH LIMITATION. FURTHERMORE, BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU OR LICENSOR.

6. Indemnification.

6.1. Intellectual Property Rights. Licensor shall indemnify and hold licensee and its affiliates harmless for any intellectual property right infringement claim brought by a third party arising out of or in connection with this Agreement and the use of Licensor's unmodified Product for its intended use. Licensor's indemnity obligation shall not cover any modifications or content added to Licensor's Product.

7. U.S. Government-Restricted Rights.

7.1. Notice to U.S. Government End Users. The Product and accompanying Documentation are deemed to be "Commercial Items", as that term is defined at 48 C.F.R. 32.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", respectively, as such terms are used in 48 C.F.R. 312.212 or 48 C.F.R. 3227.7202, as applicable. Consistent with 48 C.F.R. 312.212 or 48 C.F.R. 3227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights, including any use, modification, reproduction, release, performance, display or disclosure of the Product and accompanying Documentation, as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

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8. Your Information and the Licensor's Privacy Policy.

8.1. Privacy Policy. You acknowledge receipt of and agree to the Licensor's privacy statement which is made available to you in connection with installation and is set forth in full at <http://www.sight2k.com/legal/policy/>. You hereby expressly consent to the Licensor's processing of your personal data (which may be collected by the Licensor or its distributors) according to the Licensor's current privacy policy as of the date of the effectiveness hereof which is incorporated into this Agreement by reference. By entering into this Agreement, you agree that the Licensor may collect and retain information about you, including your name, email address and credit card information. The Licensor employs other companies and individuals to perform certain functions on its behalf. Examples include fulfilling orders, delivering packages, sending postal mail and e-mail, removing repetitive information from customer lists, analyzing data, providing marketing assistance, processing credit card payments, and providing customer service. They have access to personal information needed to perform their functions, but may not use it for other purposes. The Licensor publishes a privacy policy on its web site and may amend such policy from time to time in its sole discretion. You should refer to the Licensor's privacy policy prior to agreeing to this Agreement for a more detailed explanation of how your information will be stored and used by the Licensor. If "you" are an organization, you will ensure that each member of your organization (including employees and contractors) about whom personal data may be provided to the Licensor has given his or her express consent to the Licensor's processing of such personal data. Personal data will be processed by the Licensor or its distributors in the country where it was collected, and possibly in the United States and Germany. United States laws regarding processing of personal data may be less or more stringent than the laws in your jurisdiction.

8.2. Public Announcements. In no event shall either party make any press release or other public statement regarding this Agreement or a relationship between the parties. Neither party shall use the other party's logo or name for marketing purposes.

9. Miscellaneous.

9.1. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia without reference to conflicts of law rules and principles. To the extent permitted by law, the provisions of this Agreement shall supersede any provisions of the Uniform Commercial Code as adopted or made applicable to the Products in any competent jurisdiction. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly disclaimed and excluded. The federal and state courts within the Commonwealth of Virginia shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement. You agree that this Agreement is to be performed in the Commonwealth of Virginia and that any action, dispute, controversy, or claim that may be instituted based on this Agreement, or arising out of or related to this Agreement or any alleged breach thereof, shall be prosecuted exclusively in the federal or state courts in of the Commonwealth of Virginia and you, to the extent permitted by applicable law, hereby waive the right to change venue to any other state, county, district or jurisdiction; provided, however, that the Licensor as claimant shall be entitled to initiate proceedings in any court of competent jurisdiction.

9.2. Period for Bringing Actions. No action, regardless of form, arising out of the transactions under this Agreement, may be brought by either party hereto more than one (1) year after the cause of action, including without limitation, any claim for taxes, has occurred, or was discovered to have occurred, except that an action for infringement of intellectual property rights may be brought within the maximum applicable statutory period.

9.3. Entire Agreement; Severability; No Waiver. This Agreement is the entire agreement between you and Licensor and supersedes any other prior agreements, proposals, communications or advertising, oral or written, with respect to the Product or to subject matter of this Agreement. You acknowledge that you have read this Agreement, understand it and agree to be bound by its terms. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable for any reason, in whole or in part, such provision will be more narrowly construed so that it becomes legal and enforceable, and the entire Agreement will not fail on account thereof and the balance of the Agreement will continue in full force and effect to the maximum extent permitted by law or equity while preserving, to the fullest extent possible, its original intent. No waiver of any provision or condition herein shall be valid unless in writing and signed by you and an authorized representative of Licensor provided that no waiver of any breach of any provisions of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach. Licensor's failure to insist upon or enforce strict

performance of any provision of this Agreement or any right shall not be construed as a waiver of any such provision or right.

9.4. Contact Information. Should you have any questions concerning this Agreement, or if you desire to contact the Licensor for any reason, please contact our Customer Department at info@sight2k.com.

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