License Agreement

READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. USING THIS SOFTWARE INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, DO NOT USE THIS SOFTWARE.

DIGARTS SOFTWARE GRANTS YOU A NON-EXCLUSIVE LICENSE TO USE THESE SOFTWARE SAMPLES AND THE IMAGES CONTAINED THEREIN PROVIDED YOU AGREE TO THE TERMS OF THIS LICENSE AGREEMENT. BY USING THIS SOFTWARE, YOU ARE AGREEING TO THE TERMS AND CONDITIONS LISTED BELOW.

1. LICENSE. In this license agreement ("License Agreement"), you, the licensed user obtain rights granted by this Agreement and are referred to as "Licensee" or "You." In accordance with the terms and conditions of this License Agreement, DigArts Software ("Licensor") grants Licensee the non-exclusive license to use the accompanying software. The Software contains files reflecting digitally rendered images ("Images"). All rights to the Images comprising the Software; including all copyrights, belong to DigArts Software. DigArts Software holds title to each copy of the Software.

Subject to the limitations specified in this Agreement, you have a license to use the Images to prepare derivative works from the Images. You may reproduce, distribute, publicly display and publicly perform derivative works created from the images provided you credit DigArts Software by name and incorporate this Internet URL "http://www.gardenhose.com".

- 2. Restrictions. The files are protected by proprietary rights including copyrights. YOU MAY NOT RENT, LEND, LEASE, SELL OR DISTRIBUTE THIS SOFTWARE. YOU MAY NOT SELL, RENT, OR LEASE DERIVATIVE WORKS THAT USE THIS SOFTWARE OR EMPLOY IMAGES CONTAINED THEREIN. This Agreement shall automatically terminate in the event of such a transfer or distribution. You may not incorporate the Software or Images contained therein into other software or commercial works or products.
- 3. DISCLAIMER OF WARRANTIES: YOU AGREE THAT NO EXPRESS OR IMPLIED WARRANTIES ARE BEING MADE TO YOU REGARDING THE SOFTWARE AND THAT THE SOFTWARE IS BEING PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND. DIGARTS SOFTWARE MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THIS SOFTWARE, THE IMAGES, THE FILES, OR RELATED DOCUMENTATION INCLUDING THEIR QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL DIGARTS SOFTWARE BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, THE IMAGES, OR DIGITAL FILES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DIGARTS SOFTWARE IS NOT RESPONSIBLE FOR ANY COSTS INCLUDING, BUT NOT LIMITED TO, THOSE INCURRED AS A RESULT OF LOST PROFITS OR REVENUE, LOSS OF TIME OR USE OF THE SOFTWARE, LOSS OF DATA, THE COSTS OF RECOVERING SUCH SOFTWARE OR DATA, THE COSTS OF SUBSTITUTE SOFTWARE, CLAIMS BY THIRD PARTIES, OR OTHER SIMILAR COSTS.

Some states or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

4. U.S. Government Restricted Rights: The Software is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to the limitations set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at 52.227-701 3. The manufacturer of this Software is DigArts Software, 205 West Lassen Ave. Suite 7, Chico, CA 95973

LICENSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS AGREEMENT AND AGREES TO BE BOUND BY ITS TERMS. LICENSEE FURTHER AGREES THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN LICENSEE AND LICENSOR, AND SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.