**Software End User License Agreement**

Do not install or use the software until you have read and accepted all of the license terms. Permission to use the software is conditional upon your agreeing to the license terms. Installation or use of the software by you will be deemed to be acceptance of the license terms. Acceptance will bind you to the license terms in a legally enforceable contract with Arkham Technology.

\* SOFTWARE LICENSE AND LIMITED WARRANTY This is an agreement between you, the end user, and Arkham Technology ("Arkham"). By using this software, you agree to become bound by the terms of this agreement.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE THIS SOFTWARE AND PLEASE PROMPTLY REMOVE IT FROM YOUR COMPUTER.

\* GRANT OF LICENSE Arkham, as licensor, grants to you, the licensee, a non-exclusive right to install the KFD Emulator and related utilities (hereinafter the "SOFTWARE") on any computer and use the SOFTWARE in accordance with the terms contained in this license. You may not rent, lease, sublicense, modify, alter, reverse engineer, disassemble, decompile, or create any derivative work of the SOFTWARE, or remove any copyright notice or proprietary legend contained in the Software. Such transfer will cause an automatic termination of this Agreement between you and Arkham. The software may be installed on multiple computers, but the license for one single concurrent use. If you have additional needs for licenses, please contact Arkham.

\* OWNERSHIP OF SOFTWARE The Software is protected by copyright and other intellectual property laws and treaties. Arkham retains the copyright, title and ownership of the SOFTWARE and the written materials ("Documentation") regardless of the form or media in or on which the original and other copies may exist.

\* LIMITED WARRANTY THIS SOFTWARE AND ACCOMPANYING DOCUMENTATION (INCLUDING INSTRUCTIONS FOR USE) ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. FURTHER, ARKHAM DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF USE, OF THE SOFTWARE OR DOCUMENTATION IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS, OR OTHERWISE. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE IS ASSUMED BY YOU. IF THE SOFTWARE OR DOCUMENTATION IS DEFECTIVE, YOU, NOT ARKHAM OR ITS DEALERS, DISTRIBUTORS, AGENTS, OR EMPLOYEES, SHALL ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICE, REPAIR OR CORRECTION.

ARKHAM DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, REGARDLESS OF WHETHER IT IS MADE BY ARKHAM, ON THIS ARKHAM PRODUCT. ARKHAM DOES NOT WARRANT THAT THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ARKHAM, ITS DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

NEITHER ARKHAM NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THIS PRODUCT SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE SUCH PRODUCT EVEN IF ARKHAM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Upon termination of this Agreement, you should destroy the Software and the Documentation and all the copies thereof and remove and delete the Software from your hard disk or other storage device.

This agreement constitutes the entire agreement between you and Arkham Technology. This agreement shall be governed and construed in accordance with the laws of the United States of America and shall benefit Arkham, its successors and assigns.

Any claim or dispute between you and Arkham or against any agent, employee, successor or assign of Arkham, whether related to this agreement or otherwise, and any claim or dispute related to this agreement or the relationship or duties contemplated under this agreement, including the validity of this arbitration clause, shall be resolved in Irvine, California, pursuant to the laws of the State of California.