

ALL OF OUR SOFTWARE PRODUCTS ARE LICENSED UNDER THE TERMS OF THE FOLLOWING SOFTWARE LICENSING AGREEMENT AND WARRANTY

IMPORTANT! READ BEFORE BREAKING SEAL ON CD SLEEVE(S)

YOUR OPENING, INSTALLING AND/OR USING ANY SOFTWARE PROGRAMS,
AND/OR SUPPORTING MATERIALS INCLUDED IN THIS PACKAGE CONSTITUTES
YOUR ACCEPTANCE OF THIS SOFTWARE LICENSING AGREEMENT AND WARRANTY.

Software Licensing Agreement and Warranty

- 1. <u>Attention</u>: The software and supporting materials contained in this package (collectively termed "software") are the sole property of Ritam Technologies, LLC ("Ritam"). It is licensed to the user for use on the single computer or network computer system for the number of users (computer stations) specified and is not sold. As such, this license defines the permitted uses and contains limitations on warranties and your remedies. By opening, having it installed, and/or using this software, you and your company for whom this is being licensed are agreeing to the terms, conditions, and limitations of this licensing agreement. If you do not agree, you may return the product within 15 days of receipt for a full refund if all of these conditions apply: 1) the product <u>has not been installed</u>, 2) the CD package is <u>unopened</u>, and 3) the package is <u>undamaged</u>. All refunds are less shipping/handling costs. Failure to abide by the limitations of this license is subject to remedies permitted under copyright law and in equity.
- 2. **Subscriptions**: Any subscription or time-limited use and/or licensing requires timely payment. Lack of payment causes your subscription to expire, and you may not legally continue to use the software and/or service, whether physically restricted from doing so or not. Restoring access may require paying the full time lapse since expiration in addition to the next period of usage.
- 3. **Copies, Transfer, Updates, Upgrades**: Backup copies may be made in the normal course of business operations as protection for your installed copy, but copying or distributing copies to others or onto other computers not specifically licensed is strictly prohibited. The software, including all supporting materials, may be transferred to

another party only if the new party agrees to abide by all of the terms of this license, including the number of users, and the former party shall relinquish all copies and all rights thereto. Any transfer under the terms of this agreement shall include any and all upgrades and updates made thereto.

- 4. **Limitations**: The user agrees not to de-compile, reverse engineer, disassemble, or otherwise use this software as a model for creating a competitive product. All rights not expressly granted shall remain with Ritam, its principals, and heirs.
- 5. **Warranty**: The original electronic distribution media containing this software is warranted to be free from defects for a period of 30 days from shipping. If it is found to be defective, return it postage paid to our address, and if we concur, we shall replace it free of charge. This is our sole warranty of the product, and we specifically disclaim any and all other implied or express warranties, representations, or conditions, whether warranty of fitness for a particular purpose, warranty of merchantability, or any others.
- 6. **Supersedes**: This software licensing agreement and warranty supersedes and/or replaces any and all written or oral statements regarding licensing of Ritam software and services rendered by Ritam on your behalf regardless of whether those statements indicate a guarantee, warranty, or anything which may seem to impact the licensing and use of Ritam software and services.
- 7. **No Consequential Damages**: The risk of use and all consequences thereof, whether direct or indirect, reside solely with the user, including but not limited to loss of use, loss of anticipated profit or revenue, cost of repair and any other consequence which may result, even if we have foreseen or been advised of such losses or their possibility beforehand. In no event will our liability for any damages exceed the licensing fee paid to us.
- 8. **Governance, Changes**: This license shall be governed by and construed in accordance with the laws of the State of California, excluding the U.N. Convention on Contracts for the International Sale of Goods. If any provision of this license is declared by a Court or arbiter of proper jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from the license, while the other provisions shall remain in full force and effect. Any modifications to this agreement must be in writing and signed by both parties, except as to implied acceptance of revisions included with updates or upgrades of the software from Ritam.

- 9. **Disputes**: In order to speedily and most economically resolve disputes irresolvable between the parties, it is further agreed that such disputes will be submitted to binding arbitration with the American Arbitration Association at their San Francisco, CA, office or nearest office to Sacramento, CA. Loser of such arbitration shall be responsible for all attorney's fees, costs of filing and collecting, and any and all other costs relating to resolution of the dispute. Enforcement of binding arbitration may then be undertaken using the reasonable means necessary and invoking the assistance of other Courts where applicable, the costs of which will be borne by the loser.
- 10. **Termination**: Without prejudice of our other rights, we may terminate your right to use the software if you fail to comply with the terms and conditions of this agreement. You must then destroy, or return at your expense, all copies of the software, including backup copies.
- 11. **Other Services**: These same terms and conditions of licensing, warranty, and dispute resolution apply to any services rendered by us for you in the course of supporting and/or customizing the software. **-end**