

CAREFULLY READ THE FOLLOWING LICENSE AGREEMENT. BY CONTINUING THE INSTALLATION YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, STOP THE INSTALLATION AND RETURN THE SOFTWARE AND MANUAL TO FIRE SAFETY TECHNOLOGY FOR A FULL REFUND.

LICENSE GRANT

The package contains software ("Software") and related explanatory written materials ("Documentation"). "Software" includes any upgrades, modified versions, updates, additions and copies of the Software. "You" means the person or company who is being licensed to use the Software or Documentation. "We" and "us" means Fire Safety Technology division of Worldwide Trade and Services, Inc.

We hereby grant you a nonexclusive license to use your Software (one serial number) with one enclosure integrity test kit. Copies of your Software may be loaded on your employees' personal computers for their use with the test kit.

TITLE

We remain the owner of all right, title and interest in the Software and Documentation.

ARCHIVAL OR BACKUP COPIES

You may either:

- make one copy of the Software solely for backup or archival purposes, or
- transfer the Software to a single hard disk, provided you keep the original solely for backup or archival purposes.

THINGS YOU MAY NOT DO

The Software and Documentation are protected by United States copyright laws and international treaties. You must treat the Software and Documentation like any other copyrighted material --for example a book.

You may not:

- modify or adapt the Software or merge it into another program,
- reverse engineer, disassemble, decompile or make any attempt to discover the source code of the Software,
- place the Software onto a server so that it is accessible via a public network such as the Internet, or
- sublicense, rent, lease or lend any portion of the Software or Documentation.

TRANSFERS

You may transfer all your rights to use the Software and Documentation to another person or legal entity provided you transfer this Agreement, the Software and Documentation, including all copies, update and prior versions to such person or entity and that you retain no copies, including copies stored on computer.

CALCULATIONS, ALGORITHMS, PROCEDURES

You understand that the calculations, algorithms, and procedures incorporated in the Software are from one of the following standards: NFPA 2001/2004; NFPA 2001/2012; or ISO 14520-1:2006 / EN 15004-1:2008 and are our best interpretations of the respective printed codes. We take no responsibility for the accuracy of these calculations, algorithms and procedures for predicting of the actual hold time of a suppression gas in a protected zone and we assume no responsibility or liability for the passage of a discharge test or for maintaining the concentration of the suppression gas for the predicted time in case of an actual fire emergency.

LIMITED WARRANTY

We warrant that for a period of 90 of days after delivery of this copy of the Software to you:

- the physical media on which this copy of the Software is distributed will be free from defects in materials and workmanship under normal use, and
- the Software will perform in substantial accordance with the Documentation.

To the extent permitted by applicable law, THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, AND WE DISCLAIM ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING ANY IMPLIED WARRANTY

OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, regardless of whether we know or had reason to know of your particular needs. No employee, agent, dealer or distributor of ours is authorized to modify this limited warranty, nor to make any additional warranties.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

LIMITED REMEDY

Our entire liability and your exclusive remedy shall be:

- the replacement of any diskette(s) or other media not meeting our Limited Warranty which is returned to us or to an authorized Dealer or Distributor with a copy of your receipt, or
- If we or an authorized Dealer or Distributor are unable to deliver a replacement diskette(s) or other media that is free of defects in materials or workmanship, you may terminate this Agreement by returning the Software and Documentation and your money will be refunded.

IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OR THE INABILITY TO USE THE SOFTWARE (EVEN IF WE OR AN AUTHORIZED DEALER OR DISTRIBUTOR HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), OR FOR ANY CLAIM BY ANY OTHER PARTY.

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

TERM AND TERMINATION

This license agreement takes effect upon your use of the software and remains effective until terminated. You may terminate it at any time by destroying all copies of the Software and Documentation in your possession. It will also automatically terminate if you fail to comply with any term or condition of this license agreement. You agree on termination of this license to either return to us or destroy all copies of the Software and Documentation in your possession.

CONFIDENTIALITY

The Software contains trade secrets and proprietary know-how that belong to us and it is being made available to you in strict confidence. ANY USE OR DISCLOSURE OF THE SOFTWARE, OR OF ITS ALGORITHMS, PROTOCOLS OR INTERFACES, OTHER THAN IN STRICT ACCORDANCE WITH THIS LICENSE AGREEMENT, MAY BE ACTIONABLE AS A VIOLATION OF OUR TRADE SECRET RIGHTS.

GENERAL PROVISIONS

1. This written license agreement is the exclusive agreement between you and us concerning the Software and Documentation and supersedes any and all prior oral or written agreements, negotiations or other dealings between us concerning the Software.
2. This license agreement may be modified only by a writing signed by you and us.
3. In the event of litigation between you and us concerning the Software or Documentation, the prevailing party in the litigation will be entitled to recover attorney fees and expenses from the other party.
4. This license agreement is governed by the laws of the state of Maryland, USA.
5. You agree that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations.