Software Product License

Carefully read the terms and conditions of this agreement before installing this Software Product. Installation confirms your organization's acceptance of these terms and conditions as Licensee. If your organization does not agree with the terms and conditions of this agreement, do not continue with installation, and promptly return the Software Product and all related media, manuals and documentation to Microscan Systems, Inc. ('Microscan'), 700 SW 39th Street, Renton, Washington 98057, U.S.A.

1. Grant of License

Subject to the terms of this Agreement, Microscan hereby grants Licensee a non-exclusive, non-transferable license to use the Software Product. The Software Product is in "use" on a computer when it is loaded into temporary memory (i.e. Ram) or installed into permanent memory (e.g. hard disk, CD-ROM, or other storage device) of that computer. Licensee shall not have the right to transfer, sell, sublicense or otherwise distribute the Software Product to third parties or to assign its rights hereunder, without the prior written consent of Microscan. Any transfer without such prior written consent shall be void.

2. Copyright

This Software Product is protected by United States and international copyright laws, as well as other United States and international intellectual property laws and treaties. All title and copyrights in and to this Software Product (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into this Software Product), the accompanying printed materials and any copies of this Software Product are owned by Microscan. Licensee shall not reverse engineer, decompile or disassemble the Software Product, nor create derivative works based upon the Software Product. Without breaching the terms of the foregoing license or Microscan's copyright, however, Licensee may make a copy of the Software Product solely for backup or archival purposes.

3. Limited Warranty

Microscan warrants that the Software Product will perform all functions described in the documentation provided by Microscan to Licensee, for a period of ninety (90) days from the date of its delivery to Licensee. This warranty applies to the first issuance of the software only. Subsequent installations of patches, upgrades, etc. to the Software Product are not covered by this warranty, but may be obtained under separate maintenance or support agreements between Microscan and Licensee. Upon written notice to Microscan during the warranty period, Microscan shall, at its expense, correct any non-conformity with the forgoing warranty by repair or replacement, at Microscan's option. THE FOREGOING WARRANTY SHALL BE VOID IN THE EVENT THAT LICENSEE MODIFIES OR ALTERS THE SOFTWARE PRODUCT. MICROSCAN HEREBY DISCLAIMS ANY OTHER WARRANTIES REGARDING THE SOFTWARE PRODUCT, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL MICROSCAN BE LIABLE TO LICENSEE OR THIRD PARTIES FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

4. Microscan's Remedies

Any material breach of this Agreement by Licensee shall constitute a default and shall entitle Microscan to terminate the license granted above. Upon termination of the license, all use of the Software Product by Licensee shall cease, and all copies of the Software Product, together with all related media, manuals and documentation shall be promptly returned to Microscan. Licensee acknowledges that breach or violation of Licensee's obligations under this agreement may cause harm or damages to Microscan which would be difficult to quantify. Accordingly, Licensee agrees that, in addition to any other remedies which may be available in law or equity, Microscan's remedies for breach of this Agreement by Licensee shall include the right to injunctive relief and/or specific performance, without the requirement that Microscan post a bond. Licensee also waives any right to contend that such injunctive or specific performance relief should not be available to Microscan, including contentions that damages or other remedies at law would be adequate.

5. Choice of Law and Venue

The parties agree that this agreement shall be governed by and construed under the laws of the State of Washington, U.S.A. Any legal action related to or arising out of this agreement may be brought in state or federal court in King County, Washington, and Licensee hereby consents to personal jurisdiction in such courts. The prevailing party in any such legal action shall be entitled to recover from the other party all reasonable attorney's fees and costs incurred therein.