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2. The Purchaser may transfer the program or any portions of the program into any machine or storage media for backup or modification purposes only in support of Purchaser's use of the program on the single machine or networked group of machines. Any portions of this program will continue to be subject to the terms and conditions of this license agreement.
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4. Purchaser hereby agrees not to transfer, or authorize the transfer of, the possession of any copy of the program by rental, lease, or lending, or by any other activity or practice in the nature of rental, lease or lending for the purpose of direct or indirect commercial advantage without the prior written authorization of Comm One LLC.
5. The Purchaser agrees to reproduce and include the copyright notice on any copy, compilation, translation, modification, or portion of the program. The Purchaser may not use, copy, modify, translate, compile, or transfer the program, or any copy, modification, or merged portion in whole or in part, except as expressly provided for in this license.
6. Compilation of the source code of any CommOne LLC program by the Purchaser does not release the Purchaser from the terms and conditions of this agreement, nor does it allow the distribution of copies of any compilation of the source code. The program may be compiled and used on a machine that would otherwise be used to operate the source code version of the program (ie. a copy of the program must be purchased for each machine the program or any compilation of the program is to be used on). Compilations of Comm One LLC source code may be copied for archive purposes only.
7. The license granted herein shall remain in effect until terminated as set forth in this agreement. Failure to comply with any conditions of this agreement will result in the immediate termination of the license granted by this agreement. The license granted herein may also be terminated at any time by destroying the program and all copies, portions and modifications thereof.
8. Comm One will replace any defective diskettes that are returned within 30 days of the original date of purchase. Comm On LLC warrants the program to operate substantially as specified in the accompanying documentation for a period of 90 days from the date of original purchase. By opening the sealed package, Purchaser agrees that the only remedy available to Purchaser will be the replacement

of defective diskettes or the correction of any defects submitted in writing as defined above. No warranty, whether expressed or implied, shall apply following the expiration of the 90 day period from the date of original purchase. The Purchaser shall be entitled to the benefit of said warranty only if the enclosed product registration card is returned to Comm One LLC within thirty (30) days of the original date of purchase.

9. **THE WARRANTIES SET FORTH IN PARAGRAPH 8. ABOVE ARE IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PROGRAM. IN NO EVENT WILL COMM ONE LLC BE LIABLE FOR DAMAGES, INCLUDING ANY LOSS OF PROFITS, LOST SAVINGS, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF, OR INABILITY TO USE THE PROGRAM, EVEN IF COMM ONE LLC OR ITS AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMM ONE LLC WILL NOT BE LIABLE FOR ANY SUCH CLAIM BY ANY OTHER PARTY.**
10. In the event that program diskettes become lost or damaged, replacement diskettes may be obtained from Comm One LLC. Replacement disks will only be provided if the product registration card is returned to Comm One LLC. within thirty (30) days of the original date of purchase. The fee for replacement disks is \$25.00 (twenty-five dollars) plus \$7.00 for shipping and handling.
11. This limited warranty gives the Purchaser specific legal rights, and the Purchaser may have other rights that may vary from state to state. Some states do not allow limitations on how long an implied warranty lasts and some states do not allow the exclusion of limitation of incidental or consequential damages for consumer products. Some of the above limitations and exclusions may not apply to the purchaser depending upon residence.
12. If any provision of this agreement shall be held unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions of this Agreement.
- 13a. Purchaser understands that all programming modifications and changes made to any Comm One LLC. software products by Comm One LLC. will be provided under the following terms and conditions:
- 13b. Purchaser understands that the amounts to be billed by Comm One for such programming do not cover the entire development cost of the additional programming to be provided by Comm One. The costs billed only cover the basic cost of incorporating changes into the Comm One Software that will better suit the needs of the Purchaser. Accordingly, the purchaser understands and agrees that all right, title, and interest in and to all computer programming which is performed by Comm One, and all computer programs which result from such programming, shall remain the exclusive property of Comm One. The Purchaser shall only be entitled to a non-exclusive license to use such computer programs subject to the terms of the this licensing agreement. In particular, the Purchaser agrees that Comm One shall retain all copyrights in and to all computer programs produced, and that such computer programs are not works made for hire as that term is defined under U.S. Copyright Laws.
- 13c. Comm One LLC. and the purchaser agree that there may be other software products that the Purchaser would like to develop that are not already developed or under development by Comm One LLC. Those works may not be covered by this licensing agreement. Such works, if any, will be identified as not being covered by this agreement in writing **BEFORE** programming or development by Comm One LLC. begins. All software development or programming requested by Purchaser that is not specifically designated in writing as 'work for hire' as defined here before programming development begins, shall remain the property of Comm One LLC. and shall be subject to the terms of this license agreement. Otherwise, ownership of copyrights, licensing, and any royalties due will be negotiated and determined in writing before any programming or development begins.
14. The forgoing statements constitute the complete and exclusive agreement between Comm One LLC. and the Purchaser and supersede any prior agreement in any form, written or oral, and any other communications relating to the subject matter of this agreement. This agreement will be governed by the laws of the State of Utah. **The purchaser acknowledges by opening the package that he or she has read this agreement, understands it, and agrees to be bound by its terms and conditions.**