

**EXPRESS DESIGN INC.  
SOFTWARE LICENSE AGREEMENT FOR DOCKHAND**

**PLEASE READ THIS SOFTWARE LICENSE AGREEMENT CAREFULLY BEFORE USING THE SOFTWARE. BY USING THE SOFTWARE, YOU ARE AGREEING TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE THE SOFTWARE. IF YOU ARE ACCESSING THE SOFTWARE ELECTRONICALLY, YOU MAY SIGNIFY THAT YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS BY CLICKING THE "AGREE" BUTTON.**

This Software License Agreement ("Agreement") is an agreement between Express Design Inc. and you (either an individual or a single legal entity), which sets forth the terms and conditions of the license granted for you to use the software and related documentation that are provided together with this Agreement (collectively, the "Software").

This Agreement is the entire and exclusive agreement between Express Design Inc. and you regarding the Software and replaces and supersedes all prior proposal, representation, or understanding between Express Design Inc. and you relating to the Software. The terms of this Agreement will govern any software upgrades provided by Express Design Inc. that replace or supplement the original Software, unless such upgrade is accompanied by a separate license agreement, in which case the terms of that agreement will govern.

**1. Grant of License.** Express Design Inc. grants you a limited, nonexclusive license to use the Software in machine-readable, object code form only, only as authorized in this Agreement.

**2. Ownership and Copyright.** The Software is copyrighted and protected by various United States laws and international treaty provisions, and it is licensed to you under this Agreement, not sold to you. All copyrights and other proprietary rights to the Software are owned and retained by Express Design Inc. or the third party suppliers as indicated on or in the Software. Nothing contained herein shall be construed, expressly or implicitly, as transferring or granting any right, license, or title to you other than those explicitly granted under this Agreement.

**3. Permitted Use.**

A. Trial Version. The trial version is a copy of the Software that has not been activated with an activation key. You may use one copy of the trial version of the Software on each computer owned or otherwise controlled by you, only for the purpose of evaluating the Software. The trial version of the Software expires 30 days after you first launch the Software.

B. Full Version. The full version is a copy of the Software that has been activated with an activation key. For each activation key you have acquired, you may use the full version of the Software on one computer at any single time. You may not simultaneously use the full version of the Software on a greater number of computers than you have activation keys.

**4. Prohibited Use.** You may not use the Software in any way not expressly permitted by this Agreement or by applicable law. For example, and without limitation, you may not: (i) modify, create derivative works of, or incorporate into your own programs the Software or any part thereof without written consent from Express Design Inc.; (ii) lend, rent, lease, or sublicense the Software to a third party; (iii) decompile, disassemble, or reverse-engineer the Software; (iv) remove or alter the copyright or any other proprietary right notices in the Software.

**5. Term and Termination.** This Agreement becomes effective upon your use of the Software. Your rights under this Agreement will terminate automatically, without notice from Express Design Inc., if you breach any of the terms and conditions of this Agreement. Upon termination, you shall, at your own responsibility and expense, delete and destroy all copies, full or partial, of the Software.

**6. Disclaimer of Warranties.** THE SOFTWARE IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. EXPRESS DESIGN INC. AND ITS SUPPLIERS HEREBY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU USE THE SOFTWARE AT YOUR OWN DISCRETION AND RISK. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU ALONE SHALL ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION.

**7. Limitation of Liability.** TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL EXPRESS DESIGN INC. OR ANYONE ELSE INVOLVED IN THE CREATION, PRODUCTION, MARKETING, DISTRIBUTION,

OR DELIVERY OF THE SOFTWARE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. In no event shall Express Design Inc.'s total liability to you for all damages exceed the amount of license fees paid by you for the Software.

**8. Export Control.** You agree to comply with all laws, rules and regulations applicable to the export of the Software. You shall not export, re-export or transship the Software, or the direct product thereof, in violation of any United States laws and regulations which may from time to time be applicable. In particular, but without limitation, the Software may not be exported or re-exported (i) into any U.S. embargoed countries or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, you are agreeing to the foregoing and you are representing and warranting that you are not located in, under the control of, or a national or resident of any such country or on any such list.

**9. U. S. Government Restricted Rights.** The Software is licensed to the U.S. Government with Restricted Rights. All use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software — Restricted Rights at 48 CFR 52.227-19, as applicable.

**10. Controlling Law and Severability.** This Agreement is governed by the laws of the State of New Jersey applicable to New Jersey contracts. If any provision of this Agreement is ruled invalid, the remainder of this Agreement shall continue in full force and effect.

**11. Third-Party Acknowledgments.** The Software makes use of third-party copyrighted material. Acknowledgments of their use, as well as their licensing terms and additional disclaimers, are listed in a separate document provided as part of the Software. Your use of such material is governed by their respective terms and conditions.