

## CUSTOMER SOFTWARE LICENSE AGREEMENT

CAREFULLY READ ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT BEFORE OPENING THIS SOFTWARE PACKAGE. OPENING THE PACKAGE INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.

The license set forth below is given by International Sports Timing, Inc. ("IST") and Company with respect to the Software packages opened and used in the United States and Canada, respectively. The package contains International Sports Timing software programs on a disk in machine readable form (collectively, the "Software"). YOU MAY NOT ASSIGN, SUBLICENSE, RENT, LEASE, CONVEY, OR OTHERWISE TRANSFER, TRANSLATE, CONVERT TO ANOTHER PROGRAMMING LANGUAGE, DECOMPILE OR DISASSEMBLE SUCH PROGRAMS. YOU MAY COPY THE PROGRAMS ONLY FOR BACKUP PURPOSES AS EXPRESSLY PROVIDED BELOW.

1. **License:** You have the limited non-exclusive right to use the enclosed programs on single computer or a computer network in the United States or Canada. You may physically transfer the programs from one computer system to another provided that the programs are used on only one computer or computer network at a time. You may not provide copies of the Software to others.
2. **Copies and Modifications:** The software is copyrighted. You may make one copy of the programs solely for back-up purposes. You must reproduce and include the copyright notice on the back-up copy. You may not copy the programs except for the back-up copy. You may not modify the Software.
3. **Confidentiality:** The software is protected by copyright, trade secret and trademark law. By accepting this license you acknowledge that the Software is proprietary in nature, and that the Software contains valuable confidential information developed or acquired at great expense including data processing algorithms, innovations and concepts. You will not disclose to others or utilize such trade secrets or proprietary information except as provided herein. This obligation shall survive the termination of the Agreement.
4. **Term:** This license is effective from the day you open the package until terminated. You may terminate this license by destroying the Software together with any copy thereof. If you fail to comply with any term of this Agreement, IST may terminate this license upon notice to you and you must then promptly return the Software. In addition, IST may enforce their other legal rights.
5. **Limited Warranty and Liability:** It is your responsibility to choose, maintain and match the hardware and software components of you system. Thus, IST cannot guarantee uninterrupted service or correction of errors and the programs are licensed on an "AS IS" basis.

The disks on which the programs are recorded are warranted against defective material or workmanship under normal use as follows: for a period of ninety (90) days after purchase from International Sports Timing. Defective disks returned to IST with proof of receipt, and proven to be defective upon inspection shall be replaced without charge. Replacement disks will be warranted for the remainder of the original ninety (90) day warranty period of the defective Disk. The limited warranty does not apply if the failure of the disk resulted from accident, abuse or misapplication of the programs.

NO IMPLIED WARRANTY (OR CONDITION) \* AS TO THE QUALITY OR PERFORMANCE OF THE SOFTWARE, INCLUDING ANY WARRANTY (OR CONDITION) \* OF MERCHANTABILITY

OR FITNESS FOR A PARTICULAR PURPOSE, IS GIVEN FOR THE SOFTWARE, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED (EXCEPT FOR IMPLIED WARRANTIES ON THE DISK WHICH ARE LIMITED IN DURATION TO THE NINETY (90) DAY PERIOD DESCRIBED ABOVE). NO OTHER WARRANTY OR GUARANTEE GIVEN BY ANY PERSON, FIRM OR CORPORATION WITH RESPECT TO THE SOFTWARE OR DELIVERY OF THE SOFTWARE SHALL BIND IST OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE SOFTWARE (SOME STATES OR PROVIDENCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU).

IST NOR ANY OTHER PERSON, FIRM OR CORPORATION IS RESPONSIBLE FOR THE LOSS OF REVENUE OR PROFITS, EXPENSE OR INCONVENIENCE, OR FOR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY THE USE, MISUSE OR INABILITY TO USE THE SOFTWARE, WHETHER ON ACCOUNT OF NEGLIGENCE OR OTHERWISE, OR BY FAILURE TO CONFORM TO ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS (SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU). THIS LIMITED WARRANTY SHALL NOT EXTEND TO ANYONE OTHER THAN THE ORIGINAL USER OF THE SOFTWARE.

This limited warranty gives you specific legal rights. And you may also have other rights which vary from country to country.

6. **Support:** IST and their respective dealers are not responsible for maintaining or helping you to use the program, because the Software is provided AS IS. No updates, fixes or support will be made available for the program.
7. **Severability:** In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions of the Agreement shall remain in full force and effect.
8. **Acknowledgement:** BY PROCEEDING WITH THE INSTALLATION, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU ALSO AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, VERBAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. NO AMENDMENT TO THIS AGREEMENT SHALL BE EFFECTIVE UNLESS SIGNED BY AN AUTHORIZED OFFICER OF INTERNATIONAL SPORTS TIMING.