

LICENSE AGREEMENT

YOUR USE OF THIS SOFTWARE IS GOVERNED BY THE FOLLOWING TERMS AND CONDITIONS. IN ADDITION, THIS DOCUMENT INCLUDES WARRANTY INFORMATION AND A LICENSE AGREEMENT.

Acceptance of License Agreement

You should carefully read the following terms and conditions before using this Software (herein the "Software"). Unless you have a different license agreement signed by Goldstar Software, Inc. (herein "Goldstar"), your use of the Software indicates your agreement to these terms and conditions. If you do not accept all of these terms and conditions, you must cease using the Software immediately. By using, copying or distributing all or any portion of the Software, you accept all terms and conditions of this Agreement. Goldstar permits you to use the Software only in accordance with the terms of the Agreement.

Intellectual Property Ownership and Reservation of Rights

The Software and any authorized copies that you make are the intellectual property of Goldstar. The structure, organization and code of the Software are the valuable trade secrets and confidential information of Goldstar. The Software is protected by law, including, without limitation, the copyright laws of the United States and other countries, and by international treaty provisions. Except as expressly stated herein, the Agreement does not grant you any intellectual property rights in the Software and all rights not expressly granted are reserved by Goldstar.

Free 30-Day Trial

This is not free software. Goldstar hereby grants you a non-exclusive, non-transferable, limited license to use the Software free of charge for a period of thirty (30) days. Use of the Software beyond the thirty-day (30-day) trial period requires the purchase of a License Key as described below. Use of the Software beyond the thirty-day (30-day) trial period without purchase of a License Key is a violation of United States and international copyright laws.

License Key

A unique key that will allow you to use the Software beyond the thirty-day (30-day) free trial period ("License Key") may be purchased from the Goldstar website, which is currently <http://www.goldstarsoftware.com>. License Keys may be purchased for single or multiple users, and are priced according to the price list on the Goldstar website. Upon purchase of a License Key, Goldstar hereby grants you a non-exclusive, non-transferable license to use the Software as follows:

Personal License Key: A single-user ("Personal") License Key may either be used by a single user who uses the Software personally on one or more computers, or installed on a single computer used by multiple people, but not both.

Site License Key: A Site License Key may be installed and used by all users or computers on your local site. A local site is defined as all computers owned by your organization and connected via a local area network within a one mile radius. Additional licenses are required for computers outside of this radius or for computers owned by a separate organization. A Site License Key may not be used by your subsidiary companies, customers, or any other third parties.

You shall be responsible for maintaining the License Key in a safe location and are specifically prohibited from distributing the License Key, intentionally or unintentionally, to any third party. Upon loss or distribution of the License Key, Customer shall be required to pay a reinstatement fee at Goldstar's discretion. Goldstar may collect and utilize tracking data to enforce this agreement.

Distribution of the Software

Provided that you do NOT copy or distribute the License Key and you include a copy of this License Agreement, you may (a) make copies of the Software; (b) give exact, unmodified copies of the Software to anyone; and (c)

distribute the Software in its unmodified form via electronic means. You are specifically prohibited from charging any fees for any such copies or distributions.

Term and Termination

You may continue to use the Software for as long as you comply with the terms and conditions of this License Agreement. Goldstar may terminate this License Agreement immediately upon notice to you in the event that Goldstar has reason to believe you have breached this License Agreement. Upon termination, you shall immediately cease all use of the Software, License Key and Documentation and shall not be entitled to a refund of any fees paid.

Governing Law and Venue

The validity and interpretation of this Agreement shall be governed by the laws of the United States of America and the State of Illinois without regard to Illinois' choice of law or conflict of law rules. Customer agrees that the federal and state courts located in the State of Illinois, County of Cook, shall be the sole and exclusive venue for actions relating to this Agreement, and hereby consents to the exclusive jurisdiction and venue of such courts.

General Provisions

If any portion hereof is found to be void or unenforceable, the remaining provisions of this License shall remain in full force and effect. This Agreement may only be modified in writing if signed by an authorized officer of Goldstar. This is the entire Agreement between Goldstar and you relating to the Software and supersedes any prior representations, discussions, undertakings, communications or advertising of any kind relating to the Software.

Export Laws

You agree that the Software will not be shipped, transferred, or exported to any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Software is identified as export controlled items under the Export Laws, you represent and warrant that you are not a citizen, or otherwise located within, an embargoed nation (including, without limitation, Iran, Syria, Sudan, Cuba, and North Korea) and that you are not otherwise prohibited under the Export Laws from receiving the Software. All rights to use the Software are granted on condition that such rights are forfeited if you fail to comply with the terms of this Agreement.

NO WARRANTY

THE SOFTWARE IS BEING DELIVERED TO YOU "AS IS" AND WITH ALL FAULTS. GOLDSTAR DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE. EXCEPT TO THE EXTENT ANY WARRANTY, CONDITION, REPRESENTATION OR TERMS CANNOT BE EXCLUDED OR LIMITED BY THE LAW APPLICABLE TO YOU IN YOUR JURISDICTION, GOLDSTAR MAKES NO WARRANTIES, CONDITIONS, REPRESENTATIONS, OR OTHER TERMS (EXPRESS OR IMPLIED WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE) AS TO ANY MATTER INCLUDING, WITHOUT LIMITATION, NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, INTEGRATION, SATISFACTORY QUALITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

LIMITATION OF LIABILITY

IN NO EVENT WILL GOLDSTAR BE LIABLE TO YOU FOR ANY DAMAGES, CLAIMS, OR COSTS WHATSOEVER INCLUDING ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS, REVENUE OR SAVINGS HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE EVEN IF GOLDSTAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, OR CLAIMS. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION. GOLDSTAR'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE, IF ANY.