

## cProductInfo End User License Agreement

**PLEASE READ THIS LICENSE CAREFULLY BEFORE USING THE SOFTWARE. BY USING THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE.**

1. **License.** The software accompanying this License (hereinafter "Software"), regardless of the media on which it is distributed, are licensed to you by cProductInfo and deljohnson.com for personal use. You own the medium on which the Software is recorded, but cProductInfo and deljohnson.com retains title to the Software and related documentation. You may use the Software on a single computer;
  - b) transfer all your license rights in the Software provided you must also transfer a copy of this License, the backup copy of the Software, and the related documentation and provided the other party reads and agrees to accept the terms and conditions of this License. Upon such transfer your license is then terminated.
2. **Restrictions.** The Software contains copyrighted and patented material, trade secrets and other proprietary material. In order to protect them, and except as permitted by applicable legislation, you may not:
  - a) modify, network, rent, lend, loan, distribute or create derivative works based upon the Software in whole or in part; or
  - b) electronically transmit the Software from one computer to another or over a network or otherwise transfer the Software except as permitted by this License.
3. **Termination.** This License is effective until terminated. You may terminate this License at any time by destroying the Software, related documentation and all copies thereof. This License will terminate immediately without notice from cProductInfo and deljohnson.com if you fail to comply with any provision of this License. Upon termination you must destroy the Software, related documentation and all copies thereof.
4. **Government End Users.** If you are acquiring the Software on behalf of any unit or agency of the United States Government, the following provisions apply. The Government agrees the Software and documentation were developed at private expense and are provided with "RESTRICTED RIGHTS". Use, duplication, or disclosure by the Government is subject to restrictions as set forth in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct 1988), FAR 12.212(a)(1995), FAR 52.227-19, (June 1987) or FAR 52.227-14(ALT III) (June 1987), as amended from time to time. In the event that this License, or any part thereof, is deemed inconsistent with the minimum rights identified in the Restricted Rights provisions, the minimum rights shall prevail.
5. **No Other License.** No rights or licenses are granted by cProductInfo and deljohnson.com under this License, expressly or by implication, with respect to any proprietary information or patent, copyright, trade secret or other intellectual property right owned or controlled by cProductInfo and deljohnson.com, except as expressly provided in this License.
6. **Disclaimer of Warranty on Software.** You expressly acknowledge and agree that use of the Software is at your sole risk. The Software and related documentation are provided "AS IS" and without warranty of any kind and CPRODUCTINFO AND DELJOHNSON.COM EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CPRODUCTINFO AND DELJOHNSON.COM DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE IS ASSUMED BY YOU. FURTHERMORE, CPRODUCTINFO AND DELJOHNSON.COM DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CPRODUCTINFO AND DELJOHNSON.COM OR CPRODUCTINFO AND DELJOHNSON.COM'S AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU (AND NOT CPRODUCTINFO AND DELJOHNSON.COM OR CPRODUCTINFO AND DELJOHNSON.COM'S AUTHORIZED REPRESENTATIVE) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. THE SOFTWARE IS NOT INTENDED FOR USE IN MEDICAL, LIFE SAVING OR LIFE SUSTAINING APPLICATIONS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.
7. **Limitation of Liability.** UNDER NO CIRCUMSTANCES INCLUDING NEGLIGENCE, SHALL CPRODUCTINFO AND DELJOHNSON.COM, OR ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, BE LIABLE TO YOU FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THE USE, MISUSE OR INABILITY TO USE THE SOFTWARE OR RELATED DOCUMENTATION, BREACH OR DEFAULT, INCLUDING THOSE ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT, BY ATI, EVEN IF ATI OR ATI'S AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. cProductInfo and deljohnson.com will not be liable for 1) loss of, or damage to, your records or data or 2) any damages claimed by you based on any third party claim. In no event shall cProductInfo and deljohnson.com's total liability to you for all damages, losses, and causes of action (whether in contract, tort (including negligence) or otherwise) exceed the amount paid by you for the Software.
8. **Complete Agreement.** This License constitutes the entire agreement between the parties with respect to the use of the Software and the related documentation, and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment to or modification of this License will be binding unless in writing and signed by a duly authorized representative of cProductInfo and deljohnson.com.