LICENSE AGREEMENT

This LICENSE AGREEMENT is a binding legal agreement between you and Sub Systems, Inc. (hereinafter "Licensor") for RTF Code Generator accompanying this LICENSE AGREEMENT, including the accompanying computer software, associated media, printed materials and any "online" or electronic documentation (hereinafter the "Software"). By installing the Software, you agree to be bound by the terms of this LICENSE AGREEMENT. If you do not agree to the terms of this LICENSE AGREEMENT, do not install or attempt to use the Software.

1. Grant of License

The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed, not sold. This LICENSE AGREEMENT grants you the following rights:

A. This product is licensed per developer basis only. Each developer working with this package needs to purchase a separate license.

B. The purchaser has the right to modify and link the DLL functions into their application with these conditions: the target application is not a stand-alone RTF Code Generator; the target application uses this product for one operating system platform only; and the source code (or part) of the editor is not distributed in any form.

C. The DESKTOP LICENSE allows for the desktop application development. Each desktop license allows one developer to use this product on up to two development computers. A developer must purchase additional licenses to use the product on more than two development computers.

D. The SERVER LICENSE allows for the server application development. The server licenses must be purchased separately when using this product in a server application. Additionally, the product is licensed per developer basis. Only an UNLIMITED SERVER LICENSE allows for royalty-free distribution of your server applications using this product.

E. ENTERPRISE LICENSE: The large corporations with revenue more than $500 million and large government entities must purchase an Enterprise License. An Enterprise license is also applicable if any target customer of your product using the Software have revenue more than $500 million. Please contact us at info@subsystems.com for a quote for an Enterprise License.

F. Your license rights under this LICENSE AGREEMENT are non-exclusive. All rights not expressly granted herein are reserved by Licensor.

G. You may not sell, transfer or convey the software license to any third party without Licensor's prior express written consent.

H. The license remains valid for 12 months after the issue date. The subsequent year license renewal cost is discounted by 20 percent from the license acquisition cost. The license includes standard technical support, patches and new releases.

I. You may not disable, deactivate or remove any license enforcement mechanism used by the software.

2. Support Services

Licensor may provide you with support services related to the Software ("Support Services"), at its discretion. Use of Support Services, if any, is governed by Licensor's policies and programs described in any users manual, in online documentation, and/or in other Licensor-provided materials. Any supplemental Software code provided to you as a part of Support Services will be considered part of the Software and subject to the terms of this LICENSE AGREEMENT. With respect to technical information you provide to Licensor as part of the Support Services, Licensor may use such information for its business purposes, including for product support and development. Licensor will not utilize such technical information in a form that personally identifies you except to the extent necessary to provide you with support.

3. Replacement, Modification and/or Upgrades

Licensor may, from time to time, and for a fee, replace, modify or upgrade the Software. When accepted by you, any such replacement or modified Software code or upgrade to the Software will be considered part of the Software and subject to the terms of this LICENSE AGREEMENT (unless this LICENSE AGREEMENT is superseded by a further LICENSE AGREEMENT accompanying such replacement or modified version of or upgrade to the Software).

4. Termination

You may terminate this LICENSE AGREEMENT at any time by destroying all your copies of the Software. Your license to the Software automatically terminates if you fail to comply with the terms of this agreement. Upon termination, you are required to remove the Software from your computer and destroy any copies of the Software in your possession.

5. Copyright

A. All title and copyrights in and to the Software (including but not limited to any images, photographs, animations, video, audio, music and text incorporated into the Software), the accompanying printed materials, and any copies of the Software, are owned by Licensor or its suppliers. This LICENSE AGREEMENT grants you no rights to use such content. If this Software contains documentation that is provided only in electronic form, you may print one copy of such electronic documentation. Except for any copies of this LICENSE AGREEMENT, you may not copy the printed materials accompanying the Software.

B. You may not reverse engineer, de-compile, disassemble, rent, lease, loan, sublicense, create derivative works from, distribute or provide others with the Software in whole or part.

6. Export Restrictions

You may not export, ship, transmit or re-export software in violation of any applicable law or regulation including but not limited to Export Administration Regulations issued by the U. S. Department of Commerce.

7. Disclaimer of Warranties

LICENSOR AND ITS SUPPLIERS PROVIDE THE SOFTWARE "AS IS" AND WITH ALL FAULTS, AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY (IF ANY) IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF LACK OF VIRUSES, AND OF LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE IS WITH YOU.

8. Limitation of Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR OR ITS SUPPLIERS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE OR OTHER DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE AND WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF LICENSOR OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION OF DAMAGES WILL BE EFFECTIVE EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SUB SYSTEMS, INC. BE LIABLE FOR DAMAGE OF ANY KIND, LOSS OF DATA, LOSS OF PROFITS, INTERRUPTION OF BUSINESS OR OTHER FINANCIAL LOSSES ARISING DIRECTLY OR INDIRECTLY FROM THE USE OF THIS PRODUCT. ANY LIABILITY OF SUB SYSTEMS WILL BE EXCLUSIVELY LIMITED TO REFUND OF PURCHASE PRICE.

9. Arbitration

Any dispute arising under this LICENSE AGREEMENT will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The parties agree that this LICENSE AGREEMENT will be governed by and construed and interpreted in accordance with the laws of the State of Texas. The arbitration will be held in Texas. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this LICENSE AGREEMENT. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.

10. Severability

If any term of this LICENSE AGREEMENT is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

11. No Waiver

No waiver of any right under this LICENSE AGREEMENT will be deemed effective unless contained in writing signed by a duly authorized representative of the party against whom the waiver is to be asserted, and no waiver of any past or present right arising from any breach or failure to perform will be deemed to be a waiver of any future rights arising out of this LICENSE AGREEMENT.

12. Entire Agreement

This LICENSE AGREEMENT constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this LICENSE AGREEMENT by any representations or promises not specifically stated herein.