

Mdansby.com LLC / Software License Agreement
Effective Date: 01/14/2005

This agreement applies to the download, registration and purchase of Any applications posted on the Mdansby.com sites and, in the case of Mdansby Software custom created by Mdansby.com LLC or its owners or parent companies, where applicable, subsequently redistributed. By using the software you agree to the terms of this agreement.

THIS AGREEMENT IS A LEGAL CONTRACT BETWEEN YOU AND MDANSBY.COM , WHICH SPECIFIES THE LICENSE TERMS AND WARRANTY AND LIABILITY LIMITATIONS REGARDING YOUR USE OF SOFTWARE APPLICATIONS PRODUCED BY MDANSBY.COM . NON-MDANSBY.COM / NON- OR ITS OWNERS OR PARENT COMPANIES, WHERE APPLICABLE, SOFTWARE APPLICATIONS ARE AVAILABLE THROUGH AT MDANSBY.COM & ARE SUBJECT TO THE SPECIFIC LICENSE CONDITIONS OF THEIR RESPECTIVE AUTHORS, AND ARE ADDITIONALLY SUBJECT TO THE BOTH THE LIABILITY

AND WARRANTY LIMITATIONS OF THIS LICENSE AGREEMENT. INSTALLATION OR USE OF THESE SOFTWARE COMPONENTS INDICATES YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, DO NOT DOWNLOAD, REGISTER, ACCEPT OR INSTALL OR USE ANY SOFTWARE APPLICATIONS BY MDANSBY.COM LLC .

This is not a License to Distribute or copy applications. Limited License to use, in terms of this Agreement, you may install and install one exact copy of any Software Application that has been delivered via download or CD by MDANSBY.COM LLC or its owners or parent companies, where applicable. You may not copy and redistribute the Software Application only with applications built for use with the Single User Edition or Server Edition. You are solely responsible for all expenses incurred in setup or connection with your activities under this Agreement. You may not appoint sub distributors. Under no circumstances may you quote a separate fee for or a value ascribed to any Mdansby.com & Software Applications.

"U.S. copyright laws prohibit duplicating software for profit, making multiple copies for use by different users within an organization and giving an unauthorized copy to another individual. Individuals or businesses caught with pirated software may be tried under both civil and criminal courts. Criminal penalties for copyright infringement include fines up to \$250,000 and jail terms up to five years, or both." --Mdansby.com LLC

YOU ACKNOWLEDGE THAT THIS LIMITED LICENSE APPLIES ONLY TO SOFTWARE APPLICATIONS BY MDANSBY.COM LLC OR ITS OWNERS OR PARENT COMPANIES, WHERE APPLICABLE, CORPORATION. MDANSBY.COM OR ITS OWNERS OR PARENT COMPANIES, WHERE APPLICABLE, GRANTS YOU NO RIGHTS WHATSOEVER IN ANY SOFTWARE APPLICATION BY ANY

PERSON OR PARTY OTHER THAN MDANSBY.COM . ANY LICENSE TERMS FOR SUCH SOFTWARE APPLICATION WILL BE CONTAINED IN THE SOFTWARE APPLICATION THEMSELVES, AND YOU ARE SOLELY RESPONSIBLE FOR REVIEWING, UNDERSTANDING AND COMPLYING WITH ANY SUCH LICENSE TERMS.

No Additional Licenses

This Agreement does not authorize you, in any manner or medium, to use MDANSBY.COM 's names, logos or trademarks or to indicate that you are using an MDANSBY.COM or its owners or parent companies, where applicable, Software Component in connection with your application, other than the inclusion and presentation of this agreement as set forth above. You acknowledge and agree that all rights, title and interest in and to the Software Applications belong to MDANSBY.COM LLC or its owners or parent companies, where applicable. You do not derive and will not be able to assert any title or interest in the Software Application other than the rights and licenses granted under this Agreement. You may not modify, translate, decompile, disassemble or reverse engineer the Software Application.

You acknowledge and agree that you do not receive any rights to patents, copyrights, trademarks or any other rights or licenses belonging to MDANSBY.COM or its owners or parent companies, where applicable, or other creator of the Software Application beyond those expressly granted in this Agreement.

Termination

MDANSBY.COM or its owners or parent companies, where applicable, may terminate this Agreement at any time for any reason (or no reason), with or without notice. Upon any termination of this Agreement, all rights granted herein shall immediately terminate, and you must promptly return to MDANSBY.COM or its owners or parent companies, where applicable, or destroy all copies of all MDANSBY.COM or its owners or parent companies, where applicable, Software Applications.

Risk of Use

YOU UNDERSTAND THAT THE SOFTWARE APPLICATIONS MAY NOT HAVE BEEN TESTED AND MAY HAVE ERRORS AND PRODUCE UNEXPECTED RESULTS. YOUR USE OF ANY SOFTWARE APPLICATION IS ENTIRELY AT YOUR OWN RISK.

No Warranty

THE SOFTWARE APPLICATION ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY OR REPRESENTATION WHATSOEVER, EXPRESS OR IMPLIED. MDANSBY.COM OR ITS OWNERS OR PARENT COMPANIES, WHERE

APPLICABLE, SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE.

Indemnification

You agree to defend, indemnify and hold harmless MDANSBY.COM or its owners or parent companies, where applicable, against and in respect of any claim, suit, loss, damages, obligations, penalty, deficiency or liability (including, without limitation, attorneys' fees) imposed upon, incurred by or asserted against MDANSBY.COM or its owners or parent companies, where applicable, that result from or are alleged to result from (a) any breach of this Agreement, (b) any acts, misrepresentations or omissions in connection with this Agreement, (c) any modification or alteration of a Software Application, and/or (d) any warranty, condition, representation or indemnity granted by you for any Software Application.

Limitation on Liability

IN NO CASE SHALL MDANSBY.COM OR ITS OWNERS OR PARENT COMPANIES, WHERE APPLICABLE, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR THE INABILITY TO USE EQUIPMENT OR ACCESS DATA, WHETHER SUCH DAMAGES ARE BASED UPON A BREACH OF EXPRESS OR IMPLIED WARRANTIES, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY. THIS IS TRUE EVEN IF MDANSBY.COM OR ITS OWNERS OR PARENT COMPANIES, WHERE APPLICABLE, IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE WILL MDANSBY.COM 'S LIABILITY EXCEED THE AMOUNT OF THE LICENSE FEE ACTUALLY PAID BY YOU TO CFDEV.COM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THE WARRANTY LANGUAGE ABOVE MAY NOT APPLY TO YOU. IN SUCH CASE, MDANSBY.COM 'S LIABILITIES SHALL BE LIMITED BY THIS LIMITATION ON LIABILITY PROVISION.

Export Law Assurances

You acknowledge that the Software Application is subject to the export control laws and regulations of the United States of America. You confirm and agree that you will not export any Software Application, directly or indirectly, to any country or end-user that is subject to United States export restrictions, or import into any country, except as permitted by the laws and regulations of the applicable country.

U.S. Government Restricted Rights

If this license is acquired under a U.S. Government contract, use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in DFARS 252.227-7013(c)(1)(ii) for Department of Defense contracts and as set forth in FAR

52.227-19(a)-(d) for civilian agency contracts. MDANSBY.COM or its owners or parent companies, where applicable, reserves all unpublished rights under the United States Copyright laws.

Security Issues

MDANSBY.COM makes no warranties, implied or explicit, with regards to security issues arising from the use of software obtained through MDANSBY.COM . Proper use and setup of the software is the sole responsibility of the server administrator, Webmaster, individual or entity through which the software is/will be used.

GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to its conflicts of laws principles. Any lawsuit relating to any matter arising under, or related to this Agreement, initiated by or on behalf of Mdansby.com LLC against customer or client, its employees, ex-employees, officers, agents, or affiliates shall be initiated in the appropriate s+State or Federal Court serving New York County in the State of New York.

REMEDIES AND ATTORNEYS FEES.

INJUNCTION. The parties recognize and acknowledge that a breach by one party of any of its covenants, agreements or undertakings hereunder with respect to the Confidential Information or Intellectual Property Rights of the other party will cause the non-breaching party irreparable damage, which cannot be readily remedied in monetary damages in an action at law. In the event of any default or breach by one party which could result in irreparable harm to the non-breaching party, or cause some loss or dilution of the good will, reputation or business of the non-breaching party, the non-breaching party shall be entitled to an immediate injunction in addition to any other remedies available, to stop or prevent such irreparable harm, loss or dilution.

ATTORNEYS FEES. In the event that either Mdansby.com LLC or customer / client brings suit against the other party for any matter arising out of or in connection with this Agreement, and the party which is sued is ultimately adjudicated to not have liability, then the party bringing suit agrees to pay the other party's reasonable attorneys' fees and litigation costs.

Miscellaneous

You have no authority to act on MDANSBY.COM 's behalf or to bind MDANSBY.COM or its owners or parent companies, where applicable, to any obligation or representation, and you and MDANSBY.COM or its owners or parent companies, where applicable,

shall not be deemed to be partners, joint ventures or agents of the other. The internal laws of the State of New York control this Agreement if you are located in the United States or in any country; New York is the only law applicable, all other laws are not applicable. The provisions relating to No Additional Licenses, Termination, No Warranty, and Limitation on Liability, Indemnification, Export Law Assurances and Miscellaneous shall survive the termination of this Agreement. This Agreement is the complete agreement between you and MDANSBY.COM or its owners or parent companies, where applicable, Corporation concerning the Software Component. The failure or delay of MDANSBY.COM or its owners or parent companies, where applicable, to exercise any of its rights under this Agreement or upon any breach of this Agreement is not a waiver of those rights or of the breach.