

END USER LICENSE AGREEMENT

CAREFULLY READ THE FOLLOWING LICENSE AGREEMENT. YOU ACCEPT AND AGREE TO BE BOUND BY THIS LICENSE AGREEMENT BY CLICKING THE BUTTON LABELED "I AGREE" THAT IS DISPLAYED BELOW. IF YOU DO NOT AGREE TO THIS LICENSE, CLICK THE BUTTON LABELED "I DO NOT AGREE" AND SOFTWARE INSTALLATION WILL BE CANCELED.

LICENSE GRANT

"You" means the person or company who is being licensed to use the Software or Documentation. "We," "us" and "our" means LUMINATECH [NAME OF LICENSOR COMPANY]

Because you are essentially purchasing the rights to protect a single E-mail address, we hereby grant you license to use copies of the Software on any number of computers, whatever provides You with the most efficient use of the Software, the Software may also be in use on more than one computer at a time. The Software is "in use" on a computer when it is loaded into temporary memory (RAM) or installed into the permanent memory of a computer--for example, a hard disk, CD-ROM or other storage device.

TITLE

We remain the owner of all right, title and interest in the Software and related explanatory written materials ("Documentation").

ARCHIVAL OR BACKUP COPIES

You may copy the Software for back-up and archival purposes, provided that the original and each copy is kept in your possession.

THINGS YOU MAY NOT DO

The Software and Documentation are protected by United States copyright laws and international treaties. You must treat the Software and Documentation like any other copyrighted material--for example a book. You may not:

- copy the Documentation,
- copy the Software except to make archival or backup copies as provided above,
- modify or adapt the Software or merge it into another program,
- reverse engineer, disassemble, decompile or make any attempt to discover the source code of the Software,
- place the Software onto a server so that it is accessible via a public network such as the Internet, or
- sublicense, rent, lease or lend any portion of the Software or Documentation.

TRANSFERS

You may transfer all your rights to use the Software and Documentation to another person or legal entity provided you transfer this Agreement and the Software and Documentation as a whole.

LIMITED WARRANTY

We warrant that for a period of 30 of days after receipt of this copy of the Software to you:

- the Software will perform in substantial accordance with the Documentation.

To the extent permitted by applicable law, THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, AND WE DISCLAIM ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING ANY IMPLIED WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, regardless of whether we know or had reason to know of your particular needs. No employee, agent, dealer or distributor of ours is authorized to modify this limited warranty, nor to make any additional warranties.

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

LIMITED REMEDY

Our entire liability and your exclusive remedy for breach of the foregoing warranty shall be, at our option, to either:

- return the price you paid, or
- repair or replace the Software that does not meet the foregoing warranty if it is supplied to us with a copy of your proof of purchase receipt.

IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS, LOST MESSAGES, LOSS OF SERVICE, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OR THE INABILITY TO USE THE SOFTWARE (EVEN IF WE OR AN AUTHORIZED DEALER OR DISTRIBUTOR HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), OR FOR ANY CLAIM BY ANY OTHER PARTY.

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

TERM AND TERMINATION

This license agreement takes effect upon your use of the software and remains effective until terminated. You may terminate it at any time by destroying all copies of the Software and Documentation in your possession. It will also automatically terminate if you fail to comply with any term or condition of this license agreement. You agree on termination of this license to destroy all copies of the Software and Documentation in your possession.

CONFIDENTIALITY

The Software contains trade secrets and proprietary know-how that belong to us and it is being made available to you in strict confidence. ANY USE OR DISCLOSURE OF THE SOFTWARE, OR OF ITS ALGORITHMS, PROTOCOLS OR INTERFACES, OTHER THAN IN STRICT ACCORDANCE WITH THIS LICENSE AGREEMENT, MAY BE ACTIONABLE AS A VIOLATION OF OUR TRADE SECRET RIGHTS.

GENERAL PROVISIONS

1. This written license agreement is the exclusive agreement between you and us concerning the Software and Documentation and supersedes any prior purchase order, communication, advertising or representation (WRITTEN OR VERBAL) concerning the Software.
2. This license agreement may be modified only by a writing signed by you and us.
3. In the event of litigation between you and us concerning the Software or Documentation, the prevailing party in the litigation will be entitled to recover attorney fees and expenses from the other party.
4. You accept our method of creating the encrypted mailto: link as is and understand that the Body message is necessary so visitors clicking on your link have an understanding of the filtering system you are using.
5. This license agreement is governed by the laws of the state of North Dakota, located in the United States of America. Each party irrevocably consents to the exclusive jurisdiction of the Courts of the State of North Dakota and the Federal Courts situated in the State of North Dakota in connection with any action to enforce the provisions of this Agreement, or otherwise arising under or by reason of this Agreement.
6. You agree that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations.