



End User License Agreement

IMPORTANT: Buyer must accept this License Agreement before you can use the Product.

The program(s), which may include one or more of device driver(s) and software library (libraries), operating system(s), firmware, application software collectively known as "software" in this package is (are) licensed to the Buyer. By installing all or a portion of this software, the Buyer indicates acceptance of this License Agreement.

eBUS™, iPORT™, vDisplay™ and EtherCast™ are trademarks of Pleora Technologies Inc. (Pleora). As part of the purchase of an iPORT, vDisplay or EtherCast solution, Pleora grants to Buyer, a license in the software, subject to the following:

USE: The software may only be used either as stand-alone software, or, in conjunction with Pleora's Products. Buyer may not reverse compile or disassemble the software.

COPIES: Buyer may make copies of the software in machine readable form for archival and backup purposes. Buyer has no other right to copy. The copy must bear the copyright notice contained in or on the original.

OWNERSHIP: Buyer agrees that Buyer does not have any title or ownership of the software, other than ownership of the physical media.

TRANSFERABILITY: Buyer may not transfer or assign rights in the software to a third party independently of Pleora's Products except with the express written consent of Pleora. Buyer may not sublicense the software or distribute copies or adaptations of the software to any third party independently of Pleora's Products in physical media, by telecommunications or by any other means.

TERMINATION: Pleora may terminate this license if Buyer fails to comply with any of the terms of this License Agreement. Upon a termination, Buyer shall return the software and all copies to Pleora.

UPDATE, MAINTENANCE & SUPPORT: Buyer agrees that the software does not include updates, maintenance and support which may be available pursuant to a separate agreement.

LIMITED WARRANTY: Pleora warrants that the disk upon which the program is furnished will be, under normal use, free from defects in material and workmanship for a period of one (1) year from the purchase of the product. Pleora's entire liability, and Buyer's exclusive remedy under this warranty, will be the replacement of the defective disk without charge. Except for the above express limited warranty, Pleora makes no warranties, express, implied or statutory and Pleora specifically disclaims any implied warranty of merchantability or fitness for a particular purpose. Pleora does not warrant that the operation of the program will be uninterrupted or error-free.

LIMITATION OF LIABILITIES: The total liability of Pleora for any claim or damage arising out of the use or liability to use the software or otherwise related to this Agreement, and whether in contract or in tort, shall be limited to direct damages which shall not exceed the license fee (if any) paid by Buyer. In no event shall Pleora be liable for lost profits, lost data, and interruption of business or for any other incidental or consequential damages arising out of the use of the software or related to this Agreement, regardless of whether Pleora has notice of the potential for any such loss or damage.

This software is not intended for use in life support appliances, devices, or systems where malfunction of these products can reasonably be expected to result in personal injury. Buyer using or selling these products for use in such applications do so at their own risk and agree to fully indemnify Pleora for any damages resulting from such improper use or sale.

MISCELLANEOUS: This EULA may be modified or amended only by a writing signed by an authorized representative of Pleora. It is agreed that sales representatives and distributors of the software have no authority to alter this EULA. Any provision found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall be in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement of it in one instance. Headings are for reference only and have no substantive effect.