DYNATUNE END USER LICENSE AGREEMENT

DYNATUNE ('the Software Product') and accompanying documentation is licensed and not sold. This Software Product is protected by copyright laws and treaties, as well as laws and treaties related to other forms of intellectual property. DYNATUNE-XL or its subsidiaries, affiliates, and suppliers (collectively 'DYNATUNE-XL') own intellectual property rights in the Software Product. The Licensee's ('you' or 'your') license to download, use, copy, or change the Software Product is subject to these rights and to all the terms and conditions of this End User License Agreement ('Agreement').

Acceptance

YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY SELECTING THE 'ACCEPT' OPTION OR DOWNLOADING THE SOFTWARE PRODUCT OR BY INSTALLING OR BY USING THE SOFTWARE PRODUCT. YOU AGREE TO ALL OF THE TERMS OF THIS AGREEMENT BY USING THE SOFTWARE PRODUCT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MUST NOT INSTALL OR USE THE SOFTWARE.

License Grant

This Agreement entitles you to install the licensed copy of the Software Product. In addition, you may make copies of the Software Product for your own use. This Agreement does not permit the installation of the Software Product on more than one computer at any given time, on a system that allows shared used of applications, on a multi-user network, or on any configuration or system of computers that allows multiple users. Multiple copy use or installation is only allowed if you obtain an appropriate licensing agreement for each user and each copy of the Software Product.

Restrictions on Transfer

Without first obtaining the express written consent of DYNATUNE-XL, you may not assign your rights and obligations under this Agreement, or redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer your rights to the Software Product.

Restrictions on Use

You may not use, copy, or install the Software Product on any system with more than one computer, or permit the use, copying, or installation of the Software Product by more than one user or on more than one computer. If you hold multiple, validly licensed copies, you may not use, copy, or install the Software Product on any system with more than the number of computers permitted by license, or permit the use, copying, or installation by more users, or on more computers than the number permitted by license.

Restrictions on Alteration

You may not decompile, 'reverse-engineer', disassemble, or otherwise attempt to derive the source code for the Software Product. You may not modify the Software Product other than in the indicated areas or create any derivative work with the source code of the Software Product or its accompanying documentation. Derivative works include but are not limited to translations. You may not alter any protected files or libraries in any portion of the Software Product.

Restrictions on Copying

You may copy the Software Product for your personal use. You must however respect the limitations as described in the 'Restrictions on Use'

Disclaimer of Warranties and Limitation of Liability

UNLESS OTHERWISE EXPLICITLY AGREED TO IN WRITING BY DYNATUNE-XL, DYNATUNE-XL MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OTHER THAN AS SET FORTH IN THIS AGREEMENT OR IN THE LIMITED WARRANTY DOCUMENTS PROVIDED WITH THE SOFTWARE PRODUCT.

DYNATUNE-XL makes no warranty that the Software Product will meet your requirements or operate under your specific conditions of use. DYNATUNE-XL makes no warranty that operation of the Software Product will be secure, error free, or free from interruption. YOU MUST DETERMINE WHETHER THE SOFTWARE PRODUCT SUFFICIENTLY MEETS YOUR REQUIREMENTS FOR SECURITY AND UNINTERRUPTABILITY. YOU BEAR SOLE RESPONSIBILITY AND ALL LIABILITY FOR ANY LOSS INCURRED DUE TO FAILURE OF THE SOFTWARE PRODUCT TO MEET YOUR REQUIREMENTS. DYNATUNE-XL WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE FOR THE LOSS OF DATA ON ANY COMPUTER OR INFORMATION STORAGE DEVICE.

UNDER NO CIRCUMSTANCES SHALL DYNATUNE-XL, ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY OTHER PARTY FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS OR LOSS OF BUSINESS) RESULTING FROM THIS AGREEMENT, OR FROM THE FURNISHING, PERFORMANCE, INSTALLATION, OR USE OF THE SOFTWARE PRODUCT, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, OR THE NEGLIGENCE OF DYNATUNE-XL OR ANY OTHER PARTY, EVEN IF DYNATUNE-XL IS ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT THE APPLICABLE JURISDICTION LIMITS DYNATUNE-XL'S ABILITY TO DISCLAIM ANY IMPLIED WARRANTIES, THIS DISCLAIMER SHALL BE EFFECTIVE TO THE MAXIMUM EXTENT PERMITTED.

Limitation of Remedies and Damages

Your remedy for a breach of this Agreement or of any warranty included in this Agreement is the correction or replacement of the Software Product. Selection of whether to correct or replace shall be solely at the discretion of DYNATUNE-XL. DYNATUNE-XL reserves the right to substitute a functionally equivalent copy of the Software Product as a replacement. If DYNATUNE-XL is unable to provide a replacement or substitute Software Product or corrections to the Software Product, your sole alternate remedy shall be a refund of the purchase price for the Software Product exclusive of any costs for shipping and handling.

Any claim must be made within the applicable warranty period. All warranties cover only defects arising under normal use and do not include malfunctions or failure resulting from misuse, abuse, neglect, alteration, problems with electrical power, acts of nature, unusual temperatures or humidity, improper installation, or damage determined by DYNATUNE-XL to have been caused by you. All limited warranties on the Software Product are granted only to you and are nontransferable. You agree to indemnify and hold DYNATUNE-XL harmless from all claims, judgments, liabilities, expenses, or costs arising from your breach of this Agreement and/or acts or omissions.

Governing Law, Jurisdiction and Costs

This Agreement shall be governed by and construed in accordance with International Law and any dispute arising from it shall be subject to the exclusive jurisdiction of the International Courts

Severability

If any provision of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. To the extent any express or implied restrictions are not permitted by applicable laws, these express or implied restrictions shall remain in force and effect to the maximum extent permitted by such applicable laws.