End User License Agreement

IMPORTANT
READ THESE TERMS CAREFULLY BEFORE CONTINUING INSTALLATION OF THIS SOFTWARE. BY INSTALLING OR USING THIS SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS END-USER LICENSE AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU AGREE TO BE BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS END-USER LICENSE AGREEMENT, PROMPTLY EXIT THIS DIALOG WITHOUT INSTALLING THE SOFTWARE. THE SOFTWARE PROVIDED HEREUNDER WILL EXPIRE AND NOT OPERATE AFTER THIRTY (30) DAYS FROM INSTALLATION. ACTIVATION OF THE SOFTWARE IS REQUIRED FOR USE OF THE SOFTWARE AFTER THE THIRTY (30)-DAY TRIAL PERIOD.

This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) (the "End-User") and the producer (the "Producer") of the computer program that accompanies this EULA, which includes associated media and computer programs ("Software"). The Software is designed and offered as general-purpose software, not for any End-User's particular purpose. You accept that no Software is error free and you are strongly advised to back up your data files regularly.

1. Grant of License for Registered Users
Producer grants you a non-exclusive, non-transferable license to use the program with which this license is distributed (the "Software"), including any accompanying documentation files ("Documentation") on a single personal computer to support a single user for which you have paid the license fee, and to make one backup copy of the Software, provided that: (i) the Software is installed on only one personal computer; (ii) the Software is NOT modified; (iii) all copyright notices are maintained on the Software; and (iv) you agree to be bound by the terms of this End-User License Agreement. As used herein, the Software includes the Documentation. The Software and its Documentation shall be used only by you, only for your own personal use and not in the operation of a service bureau or for the benefit of any other person or entity. This license may not be transferred, assigned, loaned, rented, leased, or lent to, shared with, or used concurrently by another individual or entity.

2. Mandatory Activation.
THERE ARE TECHNOLOGICAL MEASURES IN THIS SOFTWARE THAT ARE DESIGNED TO PREVENT UNLICENSED USE OF THE SOFTWARE. You may not be able to exercise your rights to the Software under this EULA thirty (30) days after the Software is first installed or run unless you activate your copy of the Software in the manner described during the installation sequence. Activation does not collect any personal information, but it does collect the Serial Number of the Software and identification information of the Software and/or computer hardware on which the Software is being installed. If you are not using a licensed copy of the Software, you are not allowed to install and/or run the Software or future Software updates.

3. Ownership
You have no ownership rights in the Software. Rather, you have a license to use the Software as long as this End-User License Agreement remains in full force and effect. Producer owns the title, copyright, and other intellectual property rights in the

Software and Documentation. Ownership of the Software, Documentation and all intellectual property rights therein shall remain at all times with Producer. Any other use of the Software by any person, business, corporation, government organization, or any other entity is strictly forbidden and is a violation of this End-User License Agreement.

4. Copyright
The Software and Documentation contain material that is protected by United States Copyright Law and trade secret law, and by international treaty provisions. All rights not granted to you herein are expressly reserved by Producer. You may not remove any proprietary notice of Producer from any copy of the Software or Documentation. This End-User License Agreement does not grant you any rights to trademarks or service marks of Producer or its suppliers.

5. Restrictions
You may not publish, display, disclose, rent, lease, modify, loan, distribute, or create derivative works based on the Software or any part thereof. You may not reverse engineer, decompile, translate, adapt, or disassemble the Software, nor shall you attempt to create the source code from the object code for the Software. You may not transmit the Software over any network or between any devices, although you may use the Software to make such transmissions of other materials. You may transfer the Software to other computers you own as long as you only use it on one computer at a time. You may be required to reactivate the Software in order to use it on another computer.
The Software is licensed as a single product. Its components may not be separated for use on more than one computer system.
The Software shall be used only on a single computer and shall not be operated or accessed remotely by another computer.

6. Confidentiality
You acknowledge that the Software contains proprietary trade secrets of Producer and you hereby agree to maintain the confidentiality of the Software using at least as great a degree of care as you use to maintain the confidentiality of your own most confidential information.

7. Limited Warranty
PRODUCER WARRANTS FOR A PERIOD OF NINETY (90) DAYS AFTER PURCHASE THAT THE SOFTWARE WILL OPERATE SUBSTANTIALLY IN ACCORDANCE WITH THE DOCUMENTATION. SHOULD THE SOFTWARE NOT SO OPERATE, YOUR EXCLUSIVE REMEDY, AND PRODUCER'S SOLE OBLIGATION UNDER THIS WARRANTY, SHALL BE, AT PRODUCER'S SOLE DISCRETION, CORRECTION OF THE DEFECT OR REFUND OF THE PURCHASE PRICE PAID FOR THE SOFTWARE. ANY USE BY YOU OF THE SOFTWARE IS AT YOUR OWN RISK. THIS LIMITED WARRANTY IS THE ONLY WARRANTY PROVIDED BY PRODUCER REGARDING THE SOFTWARE. EXCEPT FOR THE LIMITED WARRANTY ABOVE, THE SOFTWARE IS PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY LAW, PRODUCER DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PRODUCER DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET ANY REQUIREMENTS

OR NEEDS YOU MAY HAVE, OR THAT THE SOFTWARE WILL OPERATE ERROR FREE, OR IN AN UNINTERRUPTED FASHION, OR THAT ANY DEFECTS OR ERRORS IN THE SOFTWARE WILL BE CORRECTED, OR THAT THE SOFTWARE IS COMPATIBLE WITH ANY PARTICULAR PLATFORM. SOME JURISDICTIONS DO NOT ALLOW THE WAIVER OR EXCLUSION OF IMPLIED WARRANTIES SO THEY MAY NOT APPLY TO YOU.

8. Limitation of Liability
IN NO EVENT WILL PRODUCER BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF THE USE OF OR INABILITY TO USE THE PROGRAM, OR FOR ANY CLAIM BY ANY OTHER PARTY, EVEN IF PRODUCER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRODUCER'S AGGREGATE LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION OR OTHERWISE SHALL NOT EXCEED THE AMOUNT OF THE LICENSE FEE PAID BY YOU FOR THE SOFTWARE AND DOCUMENTATION. BECAUSE SOME STATES/COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

9. Export Restrictions
THIS END-USER LICENSE AGREEMENT IS EXPRESSLY MADE SUBJECT TO ANY LAWS, REGULATIONS, ORDERS, OR OTHER RESTRICTIONS ON THE EXPORT FROM THE UNITED STATES OF AMERICA OF THE SOFTWARE OR INFORMATION ABOUT SUCH SOFTWARE THAT MAY BE IMPOSED FROM TIME TO TIME BY THE GOVERNMENT OF THE UNITED STATES OF AMERICA.
You agree to comply with all national and international laws that apply to the Software, including, but not limited to, the United States Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by the United States and other governments. You shall not use or otherwise export or re-export the Software except as authorized by United States laws, regulations, and orders and the laws of the jurisdictions in which the Software was obtained. In particular, but without limitation, the Software may not be exported or re-exported: a) into (or to a national or resident of) any U.S. embargoed countries or b) in violation of any U.S. Department of Commerce Export Administration Regulations.
By using the Software, you represent and warrant that you are not located in, under control of, or a national or resident of any such country or otherwise prohibited from lawfully using the Software.

10. Termination
This End-User License Agreement is effective until it is terminated. You may terminate this End-User License Agreement at any time by destroying or returning to Producer all copies of the Software and Documentation in your possession or under your control. Producer may terminate this End-User License Agreement for any reason, including, but not limited to, if Producer finds that you have violated any of the terms of this End-User License Agreement. Upon notification of termination, you agree to destroy or return to Producer all copies of the Software and Documentation and to

certify in writing that all known copies, including backup copies, have been destroyed. All provisions relating to confidentiality, proprietary rights, and non-disclosure shall survive the termination of this End-User License Agreement.

11. Parties and Contact information
Producer is Meta Enterprises, LLC dba Simple Software and can be contacted at P.O. Box 548, Knoxville, Tennessee, 37901-0548 <www.SimpleIndex.com>. Producer engages suppliers, dealers, and various other entities to distribute the Software and Documentation. End-Users are encouraged to first contact the provider of the Software from which the End-User received the Software.

12. General
This End-User License Agreement shall be construed, interpreted and governed by the laws of the State of Tennessee without regard to conflicts of law provisions thereof. The exclusive forum for any disputes arising out of or relating to this End-User License Agreement shall be an appropriate federal or state court sitting in Knox County, State of Tennessee, USA. This End-User License Agreement shall constitute the entire Agreement between the parties hereto. Any waiver or modification of this End-User License Agreement shall only be effective if it is in writing and signed by both parties hereto. If any part of this End-User License Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this End-User License Agreement shall be interpreted so as to reasonably effect the intention of the parties.

END-USER ACKNOWLEDGES THAT IT HAS READ THIS END-USER LICENSE AGREEMENT, AND UNDERSTANDS AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. END-USER FURTHER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN END-USER AND PRODUCER, WHICH SUPERSEDES ANY PROPOSAL, OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS RELATING TO THE SUBJECT MATTER OF THIS END-USER LICENSE AGREEMENT.