

## MIMIC License Information

CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT. THE SOFTWARE PROVIDED WITH THIS AGREEMENT (THE "SOFTWARE") IS LICENSED AND ITS USE IS SUBJECT TO THE TERMS AND CONDITIONS BELOW. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PROMPTLY DESTROY THE SOFTWARE AND DOCUMENTATION.

### 1. LICENSE GRANT

Subject to payment of applicable license fees, Gambit Communications, Inc. ("GAMBIT") grants to you a non-exclusive, non-transferable right to use the SOFTWARE on the computer for which the license key has been issued.

This license to use the SOFTWARE is conditioned upon your compliance with the terms of this Agreement. You agree you will only copy the SOFTWARE into any machine-readable or printed form as necessary to use it in accordance with this license or for backup purposes. Any copies must preserve all of the original SOFTWARE'S proprietary notices.

You may not:

- permit other individuals to use the SOFTWARE except under the terms of this agreement;
- modify, translate, reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction), or create derivative works based on the SOFTWARE;
- copy the SOFTWARE other than as specified above;
- rent, lease, grant a security interest in, or otherwise transfer rights to the SOFTWARE; or
- remove any proprietary notices or labels on the SOFTWARE.

This license is effective until terminated. You may terminate it at any point by removing the SOFTWARE from your computers and destroying all copies. GAMBIT has the option to terminate if you fail to comply with any term or condition of this Agreement. You agree upon such termination to remove the SOFTWARE from your computers and destroy all copies.

### 2. COPYRIGHT

The SOFTWARE is protected by United States copyright law and international treaty provisions. Title, ownership rights, and intellectual property rights in the SOFTWARE shall remain in GAMBIT and/or its suppliers. You acknowledge that no title to the intellectual property in the SOFTWARE is transferred to you.

### 3. LIMITED WARRANTY

GAMBIT warrants that for a period of thirty (30) days from the date of purchase, the SOFTWARE, if operated as directed, will substantially achieve the functionality described in the documentation. Any implied warranties relating to the SOFTWARE are limited to thirty (30) days. For support call GAMBIT at (603) 881-3500 or send email to [support@gambitcomm.com](mailto:support@gambitcomm.com) or visit the World Wide Web home page at <http://www.gambitcomm.com>

THIS LIMITED WARRANTY IS THE ONLY WARRANTY MADE BY GAMBIT. GAMBIT MAKES NO OTHER EXPRESS WARRANTY AND NO WARRANTY OF NONINFRINGEMENT OF THIRD PARTIES' RIGHTS. THE DURATION OF IMPLIED WARRANTIES, INCLUDING

WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, IS LIMITED TO THE ABOVE LIMITED WARRANTY PERIOD; SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO LIMITATIONS MAY NOT APPLY TO YOU. NO GAMBIT DEALER, AGENT, OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO THIS WARRANTY. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY BY JURISDICTION.

#### 4. LIMITATION OF LIABILITY

-----

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL GAMBIT OR ITS SUPPLIERS OR RESELLERS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES. IN NO EVENT WILL GAMBIT BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE AMOUNT GAMBIT RECEIVED FROM YOU FOR A LICENSE TO THE SOFTWARE, EVEN IF GAMBIT SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. FURTHERMORE, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

#### 5. CUSTOMER REMEDIES

-----

If the SOFTWARE does not conform to the limited warranty in Section 3 above ("Limited Warranty"), GAMBIT's entire liability and your sole remedy shall be, at GAMBIT's option, either to (a) correct the error or (b) help you work around or avoid the error. The Limited Warranty is void if failure of the SOFTWARE has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE will be warranted for the remainder of the original Limited Warranty period.

#### 6. SEVERABILITY

-----

In the event of invalidity of any provision of this license, the parties agree that such invalidity shall not affect the validity of the remaining portions of this license.

#### 7. GOVERNING LAW

-----

This license will be governed by the laws of the State of New Hampshire as they are applied to agreements between New Hampshire residents entered into and to be performed entirely within New Hampshire. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed.

#### 8. ENTIRE AGREEMENT

-----

This is the entire agreement between you and GAMBIT which supersedes any prior agreement or understanding, whether written or oral, relating to the subject matter of this license.

CAREFULLY READ THE ABOVE LEGAL AGREEMENT. THE SOFTWARE PROVIDED WITH THIS AGREEMENT (THE "SOFTWARE") IS LICENSED AND ITS USE IS SUBJECT TO THE TERMS AND CONDITIONS ABOVE. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT,

PROMPTLY REMOVE THE SOFTWARE TOGETHER WITH ALL COPIES FROM YOUR COMPUTER.