

IMPORTANT: This is a legal agreement between you, the-end user (either an individual or an entity as the original purchaser), and CONTRACTOR SOFTWARE CORPORATION ("CSC"). CSC is willing to license the enclosed Contractor V-I Track and related media and documentation (collectively, the "Software") to you only upon the condition that you accept all of the terms contained in this Software License Agreement (this "Agreement"). By signing the document below, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, promptly return the Software, the media on which the Software was delivered, and all accompanying items (including printed materials and packaging) to CSC or dealer within thirty (30) days of your initial purchase of the software for a full refund.

1. Grant of License. Based on the fees paid for the Software, CSC hereby grants to you a personal, nonexclusive, nontransferable, single-user right and license to use the Software solely in accordance with this Agreement. For a single-user license, you may, at a single site, install one copy of the Software on either (a) a single-user computer or workstation not attached to a network server, or (b) a private network server with only one single user accessing or otherwise using the Software at any given time. For any other uses, you must pay additional license fees.

2. Reservation of Ownership. This is NOT a sale of the Software. This is a license agreement, under which you are the licensee and CSC is the licensor. You acknowledge that all rights, title and interest in and to the Software, and all copies thereof, are and shall be the sole and exclusive property of CSC, and that all intellectual property rights of every kind, including all copyrights, patents, trademarks and other intellectual property and proprietary rights relating to the Software, are and shall be the sole and exclusive property of CSC or its suppliers. Except as provided in Section 1, you shall not obtain any rights in or to the Software.

3. Restrictions On Use. The Software is protected by United States copyright and other intellectual property and proprietary right laws, and applicable international laws, treaties, and/or conventions. Therefore, you must treat the Software like any other item of intellectual property. In this regard, you may not, and may not permit others, to (a) disassemble, decompile, reverse engineer, translate or otherwise derive source code from the Software, (b) modify, adapt or prepare derivative works of the Software, (c) create software which emulates or performs substantially the same functions as the Software, (d) copy, reinstall, publish or otherwise reproduce the Software (except for a single backup copy for archival purposes), (e) permit any one other than your agents or employees to access or use the Software through your server (either from a workstation or by dial-up modem), (f) rent, lease, loan, distribute, sublicense, transfer or permit time sharing of the Software, (g) use the Software in any manner that infringes the intellectual property rights or other rights of CSC or any other party, or (h) remove, change or obscure any copyright notices, trademark designations or other proprietary legends on or in the Software or on any documents or materials produced by the Software.

4. Termination. This Agreement will immediately and automatically terminate if you fail to comply with any provision of this Agreement. Upon termination, you shall immediately cease using the Software and shall either destroy or, at your sole expense, return to CSC, the Software and all copies thereof.

5. Limited Warranty; Exclusive Remedy; Warranty Disclaimer. CSC warrants for your benefit alone that the physical media upon which the Software is provided will be free from defects in materials and workmanship under normal use and service for a period of ninety (90) days from the date of purchase, but this is not a warranty that your use of the Software will be uninterrupted or bug-free. This limited warranty shall be void and of no force and effect if (a) the Software is modified, changed or altered by any party other than CSC without the prior written authorization of CSC, (b) the Software has been damaged, neglected or otherwise misused by you or any party other than CSC, (c) the computer equipment on which the Software is originally installed is not maintained by you in good operating order and in a suitable physical environment, (d) the error, defect or nonconformity is caused by you or your agents, employees or contractors, or (e) you otherwise fail to comply with the terms of this Agreement. Your sole and exclusive remedy, and CSC's sole and exclusive liability and obligation, for breach of this warranty shall be that CSC shall, at its option, either correct the nonconformity or replace the nonconforming physical media with conforming physical media.

EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, WHICH IS IN LIEU OF ALL OTHER WARRANTIES WITH RESPECT TO THE SOFTWARE, THE SOFTWARE IS PROVIDED "AS IS." CSC EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THE WARRANTY OF NON-INFRINGEMENT.

6. Limitation of Liability. IN NO EVENT SHALL CSC BE LIABLE TO YOU FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOST PROFITS, INCOME OR SAVINGS, ARISING OUT OF OR RELATING TO YOUR USE OF THE SOFTWARE, REGARDLESS OF WHETHER THE POSSIBILITY OF SUCH DAMAGES WAS DISCLOSED TO CSC OR COULD REASONABLY HAVE BEEN FORESEEN BY IT. IF THE FOREGOING LIMITATION IS HELD TO BE UNENFORCEABLE FOR WHATEVER REASON AND CSC SHALL BE HELD LIABLE TO YOU FOR ANY MATTER ARISING OUT OF OR RELATING TO YOUR USE OF THE SOFTWARE, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, CSC'S MAXIMUM LIABILITY TO YOU FOR ALL EVENTS, ACTS OR OMISSIONS SHALL NOT EXCEED, IN THE AGGREGATE, AN AMOUNT EQUAL TO THE FEES PAID BY YOU FOR THE SOFTWARE.

7. Export. You agree that neither the Software nor any direct product thereof will be shipped, transferred or re-exported, directly or indirectly, into any country prohibited by the United States Export Administration Act and the regulations thereunder or will be used for any purpose prohibited by the Act.

9. Miscellaneous. This Agreement constitutes the entire agreement and understanding between you and CSC and supersedes all prior or contemporaneous agreements between you and CSC, whether written or oral, concerning the subject matter of this Agreement. This Agreement may only be amended in a writing signed by an authorized representative of CSC. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of you and CSC and your and CSC's respective successors and assigns. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California (without regard to conflicts of law). By entering into this Agreement, you consent to the personal jurisdiction of, and exclusive venue in, the state and federal courts located in San Diego, California, regarding any dispute arising under this Agreement or otherwise relating to the Software.