

**ISIS ® 7.0
LICENSE AGREEMENT AND WARRANTY DISCLAIMER
INTERNET SUBMISSION INSURANCE SYSTEM, INC.**

**ISIS ® ENTERPRISE 7.0 IS NEITHER SHAREWARE NOR FREWARE.
REDISTRIBUTION IS EXPRESSLY PROHIBITED.**

IMPORTANT -- READ CAREFULLY: This *End-User License Agreement ("EULA")* is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this EULA as "You" and "Your") and Internet Submission Insurance System, Inc. ("ISIS") for the ISIS software product that accompanies this EULA, including any associated media, printed materials and electronic documentation (the "Software"). The Software also includes any software updates, add-on components, web services and/or supplements that ISIS may provide to You or make available to You after the date You obtain Your initial copy of the Software to the extent that such items are not accompanied by a separate license agreement or terms of use. By clicking the "I Accept" button or installing, copying, downloading, accessing or otherwise using the Software, You agree to be bound by the terms of this EULA. If You do not agree to the terms of this EULA, click the "I Do Not Accept" button, and do not install, access or use the Software; instead, You should return it to ISIS, Inc. for a full refund.

1. GRANT OF LICENSE

ISIS grants You a non-exclusive, non-transferable license to use one copy of the Software on a single standalone computer under Your control for the sole purpose of using ("ISIS") for distribution over a Local area network, including the internet.

You may make only one copy of the Software for backup purposes. The same copyright and proprietary notices of the original Software must appear on the backup copy. You may not remove these notices from either the original Software or backup copy.

If the Software contains documentation that is provided only in electronic form, You may print one copy of such electronic documentation. You may not copy the printed materials accompanying the Software.

2. LIMITATIONS

You are expressly prohibited from sublicensing, selling, transferring, renting, leasing or otherwise distributing copies of the Software or rights to use the Software. You may not use the Software for any use prohibited by law.

You may not disassemble, modify, reverse-engineer, adapt, decompile, translate or create derivative works based upon the Software or any part thereof.

Except as expressly permitted in this Agreement, You may not separate any parts of the Software for use on more than one computer.

You may not create obscene, scandalous or infringing works, as defined by any applicable federal, state or local law at the time the work is created, using the Software.

This Agreement does not automatically grant You any right to any enhancements or updates to the Software.

3. COPYRIGHT

title and intellectual property rights in and to the Software are owned by ISIS or its licensors. The Software is protected by the copyright laws of the United States and international copyright treaties. All title and intellectual property rights in and to the content accessed through the Software, including any sample content contained in the Software, is the property of the applicable content owner and may be protected by applicable copyright or other laws. THIS LICENSE DOES NOT GIVE YOU ANY RIGHTS TO SUCH CONTENT AND ISIS SHALL HAVE NO LIABILITY WITH RESPECT TO YOUR USE OF ANY SUCH CONTENT.

4. LIMITED WARRANTY; DISCLAIMERS

ISIS warrants that the Software will perform substantially in accordance with ISIS's published specifications for the Software for a period of ninety (90) days from the date You acquire the Software. Your exclusive remedy, and ISIS's entire liability, for any breach of this limited warranty shall be, in ISIS' sole discretion, to replace the Software with functionally equivalent software or refund the license fees paid by You for the Software, upon return of the nonconforming Software. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

ISIS MAKES NO OTHER WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OF AN IMPLIED WARRANTY, SO THIS DISCLAIMER MAY NOT APPLY TO YOU AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY BY JURISDICTION. NO ISIS AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO THIS WARRANTY. The foregoing warranty shall not apply to any non-conformities caused by any modifications made to the Software by You; by accident, abuse or improper use; or by Your violation of the terms of this EULA.

ISIS DOES NOT WARRANT THAT YOUR REQUIREMENTS WILL BE MET WITH THE SOFTWARE FUNCTIONS OR THAT THE SOFTWARE'S OPERATION WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT DEFECTS WILL BE CORRECTED. ISIS SHALL ALWAYS RESERVE ITS RIGHTS AND DISCRETION TO CORRECT ANY DEFECTS AS IT SEES FIT AND TO MAKE AVAILABLE FURTHER RELEASES AND UPGRADES AS AND WHEN IT DEEMS NECESSARY.

5. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL ISIS OR ITS SUPPLIERS OR RESELLERS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, EVEN IF ISIS SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ISIS TOTAL LIABILITY, WHETHER IN TORT, CONTRACT OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS EULA OR THE SOFTWARE EXCEED THE AMOUNT PAID BY YOU FOR THE SOFTWARE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

6. U.S. GOVERNMENT LICENSE RIGHTS

Software provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial license rights and restrictions described elsewhere herein. All Software provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with RESTRICTED RIGHTS as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987), or DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.

7. EXPORT RESTRICTIONS

You acknowledge that the Software is subject to U.S. export restrictions. You agree to comply with all applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments.

8. TERMINATION

Your license to use the Software is terminated if You violate this EULA. Upon termination, You must destroy all copies of the Software and related documentation.

9. GENERAL PROVISIONS

This EULA is the exclusive agreement between You and ISIS concerning the Software and supersedes any and all prior or contemporaneous oral or written agreements, representations, negotiations or other dealings between You and ISIS with respect to the Software; provided, however, that if You have signed a written license agreement for the Software which has not expired or terminated, then that license agreement will supersede this EULA. This EULA will be governed by the laws of the State of Illinois applicable to contracts executed and performed entirely in Illinois by residents of that state. If any part of this EULA is found to be void, unenforceable or invalid, it shall not affect the other provisions of this EULA. This EULA can only be modified by a paper writing signed by both parties. Failure by either party to enforce any provision of this EULA will not be deemed a waiver of future enforcement of that or any other provision.

For further information regarding the Software or this EULA, contact ISIS at <http://www.isis-software.com> or by phone (847) 756-4747.