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2. Restrictions. You may not transfer the Software to another entity or person. Any such transfer terminates Your license under this Agreement. Except with respect to the Slick-C Code as expressly set forth in Section 1(g), You shall not (i) modify, translate, reverse engineer or reverse compile in whole or in part the Software, (ii) rent, sell, time-share, lease, sublicense, transfer, publish, disclose, display or otherwise make available the Software or copies thereof to others and (iii) copy the Software except as provided herein. You shall not tamper with, bypass or alter any security features of the Software or attempt to do so. You agree that SlickEdit may audit Your use of the Software for compliance with these terms at any time, upon reasonable notice. In the event that such audit reveals any use of the Software by You other than in full compliance with the terms of this Agreement, You shall reimburse SlickEdit for all reasonable expenses related to such audit in addition to any other liabilities You may incur as a result of such non-compliance.

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4. Maintenance and Support.

(a) Error Correction and Technical Support. During the term of this Agreement, SlickEdit shall use commercially reasonable efforts to correct or replace the Software or provide the services necessary to remedy any Software function that does not operate in substantial conformance to the applicable documentation (an "Error"). SlickEdit's technical support staff shall provide You with "hotline" telephone and email consultation during the hours of 9:00 a.m. through 6:00 p.m. US Eastern Time, Monday through Friday, except observed SlickEdit holidays. Please refer to the SlickEdit web site for holiday listing. Such consultation shall include technical advice concerning the use and operation of the Software, including clarification of functions and features of any Software, and clarification of documentation, as well as Error verification, analysis, corrections and work-arounds.

(b) Updates. During the term of this Agreement, SlickEdit shall make available to You on SlickEdit's web site, any new releases, revisions, corrections, and upgrades of the Software that are made available free of charge by SlickEdit to its other licensees of the Software ("Updates"). You may download Updates by following SlickEdit's then-current procedures set forth on its web site. Updates do not include new software that (i) port Software to new hardware or software platforms, or (ii) which provide significant new functionality on new hardware or software platforms. By installing, copying, or otherwise using Updates, You agree to be bound by this Agreement and any modified and/or additional license terms, if any, that specifically add to or modify this Agreement and accompany or are provided with respect to such Updates. If You do not agree to the additional and/or modified license terms that accompany or are provided with respect to such Updates, You may not install, copy, or use such Updates.

(c) Cooperation. You shall provide SlickEdit with sufficient documentation, information, assistance, support and test time on Your computer system as necessary, to duplicate the problem, certify that the problem is with the Software, and certify that the problem has been corrected. You shall perform Error definition activities, and any remedial or corrective actions, as described in the Software user manuals and other system documentation provided to You by SlickEdit, prior to seeking assistance from SlickEdit.

(d) Exclusions. SlickEdit will not be required to perform any Error correction where an Error relates to (a) incorporation or attachment of a feature, program or device to the Software or any part thereof; (b) accident, transportation, neglect, misuse, alteration, modification or enhancement of the Software; (c) the failure to provide a suitable installation environment; (d) use of the Software for other than the specific purpose for which the Software is designed; (e) use of the Software on any systems other than the specified hardware platform for such Software; or (f) failure to incorporate any Updates previously provided by SlickEdit. Corrections for difficulties or defects traceable by SlickEdit to the foregoing may, in SlickEdit's sole discretion, be billed to You at SlickEdit's then standard time and material charges. In addition, SlickEdit shall not be responsible for services relating to: (i) any hardware or peripheral devices; (ii) recreation or reentry of data lost for any reason whatsoever; (iii) performance of the generalized duties of a network administrator; or (iv) performance of the generalized duties of a software developer engaged to create miscellaneous software applications.

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6. LIMITATION OF LIABILITY.

(a) NEITHER SLICKEDIT NOR ITS SUPPLIERS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE EQUIPMENT OR ACCESS DATA, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION OR THE LIKE), ARISING OUT OF THE SERVICES AND/OR USE OF, OR INABILITY TO USE, THE SOFTWARE AND BASED ON ANY THEORY OF LIABILITY INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), SOFTWARE LIABILITY OR OTHERWISE, EVEN IF SLICKEDIT OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

(b) SLICKEDIT'S TOTAL LIABILITY TO YOU FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO THE GREATER OF \$99 OR THE AMOUNT PAID BY YOU FOR THE SOFTWARE THAT CAUSED SUCH DAMAGE.

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8. Termination. You may terminate this Agreement at any time by destroying or erasing Your copy of the Software. SlickEdit may terminate this Agreement immediately and without notice if You fail to comply with any term or condition of this Agreement. In the event of termination of this Agreement, all the sections of this Agreement will survive except for Sections 1 and 4.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, U.S.A., without reference to conflicts of laws provisions or the 1980 U.N. Convention on Contracts for the International Sale of Goods and, as to matters affecting copyrights, trademarks and patents, by U.S. federal law. Any dispute with respect to this Agreement shall be brought and heard either in the North Carolina state courts located in Wake County, North Carolina, or the federal district court for the Eastern District of North Carolina located in Raleigh, North Carolina. In such event, the parties to this Agreement each consent to the in personam jurisdiction and venue of such courts. The parties agree that service of process upon them in any such action may be made if delivered in person, by courier service, by telegram, by telefacsimile or by first class mail, and shall be deemed effectively given upon receipt.

10. Miscellaneous. This Agreement sets forth the entire agreement between You and SlickEdit pertaining to the licensing of the Software, and supersedes in its entirety any and all written or oral agreements previously existing between the parties with respect to such subject matter. If any provision of this Agreement is held invalid or unenforceable, such provision shall be revised to the extent necessary to cure the invalidity or unenforceability, and the remainder of this Agreement shall continue in full force and effect. In the event of any conflict between any provision of this Agreement and any applicable law, the provision or provisions of this Agreement affected shall be modified to remove such conflict and permit compliance with such law and as so modified this Agreement shall continue in full force and effect. This Agreement may not be assigned without the written consent of SlickEdit.

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