

License Agreement

BY CLICKING ON THE "ACCEPT" BUTTON AT THE BOTTOM OF THE SCREEN OR INSTALLING *TNOTES*, YOU CONSENT TO BE BOUND BY THE TERMS OF THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT, CLICK ON THE "DECLINE" BUTTON, IN WHICH EVENT THE INSTALLATION PROCESS WILL NOT CONTINUE, OR ABORT THE INSTALLATION.

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PLEASE READ THE TERMS OF THIS SOFTWARE LICENSE AGREEMENT BEFORE CLICKING ON THE "ACCEPT" BUTTON AT THE BOTTOM OF THE SCREEN

TERMS OF AGREEMENT

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License. Varibyte hereby grants to you a non-exclusive, non-transferable, royalty-free right and license to use tNotes ("Software Product") in object code only. The right to use the Software Product includes solely the right to install and use the Software Product on a single Palm OS-based computing organizer.

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Ownership. The Software Product is owned exclusively by Varibyte and is protected by copyrights laws and other applicable laws. Unauthorized use of the Software Product is prohibited.

Support Services. The Company may provide you with support services for up to a year after the date of purchase, ("Support Services") related to the Software Product. Any supplemental software provided to you as part of the Support Services shall be considered to be a part of the

Software Product and will be subject to the terms and conditions of this Agreement. Varibyte may use the technical information you provide to Varibyte in connection with the Support Services for Varibyte's own business purposes.

2. Disclaimers of Warranties.

In granting this limited license for the Software Product, Varibyte disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement, to the full extent allowed by the law.

In accepting the grant of this limited license, you agree to use the Software Product at your sole risk, which risk you further agree to accept. Varibyte makes no warranty that the Software Product will meet your expectations or requirements, or that the Software Product or other services provided by Varibyte will be uninterrupted, timely, secure or error-free. The limited license which is granted for the Software Product is on an "as is" basis. Varibyte also does not make any warranty that the results which may be obtained through the Software Product will meet your needs or that defects in the Software Product will be corrected.

Any material and/or data which you download or otherwise obtain through the Varibyte website comes at your own discretion and risk. You agree that you will be solely responsible for any damage to your computer system or loss of data and that no advice or information, whether oral or written, which you obtain from Varibyte or its employees or agents regarding the Software Product will create any warranty.

3. Limitation of Liability.

Varibyte will not be liable for any indirect, incidental, special or consequential damages resulting from the Software Product including, without limitation, lost data or lost profits arising out of or in connection with the license granted hereunder, even if Varibyte has been advised of the possibility of damages.

4. Term; Termination; Indemnification.

Termination. This license shall be terminated automatically and immediately if you fail to comply with any term or condition of this Agreement. If Varibyte, in its sole discretion, at any time determines that you have breached the provisions of this Agreement, it may immediately

terminate this Agreement.

Effect of Termination. Upon termination or expiration of this Agreement, all licenses granted hereunder shall terminate. Upon termination, you must destroy all copies of the Software Product.

No Waiver. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision. The rights of Varibyte under this Agreement are in addition to any other rights and remedies provided by law.

Remedies. You acknowledge that a breach by you of any provisions of this Agreement would cause irreparable harm to Varibyte, the extent of which would be difficult to ascertain. Accordingly, you agree that, in addition to any other remedies to which Varibyte may be entitled, it may seek immediate injunctive relief in the event of a breach by you of any provisions hereof and that Varibyte will be entitled to a temporary restraining order and preliminary injunction.

Indemnification. In the event of a breach by you of this Agreement, unauthorized or improper use of this limited license, negligent use of this limited license, or any use of this limited license which results in any claim or lawsuit against Varibyte, its officers, directors, employees or agents by any party, you will indemnify and hold harmless Varibyte, its officers, directors, employees and agents for all losses, damages, liabilities, costs and expenses (including actual attorney's fees and all related costs) which Varibyte, its officers, directors, employees and agents sustain or incur.

5. Miscellaneous Provisions.

Trial Version. A trial version of the Software Product may be provided to you. The terms of this Agreement also apply to any trial version of the Software Product, to the extent applicable. _

Compliance With Law and Regulatory Rules and Regulations. By accepting the granting of this limited license for the Software Product, you also agree that, in using the Software Product, you will not violate any law, rule, or regulation of the United States and its agencies or any State therein and its agencies.

You also agree that none of the Software Product or underlying information or technology may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, Sudan, North Korea, Iran, Syria or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. By downloading or using the Software Product, you are agreeing to the foregoing and you are

representing and warranting that you are not located in, under the control of, or a national or resident of any such country or on any such list.

Assignment. Nothing stated in this Agreement permits you to transfer or otherwise assign your rights under this Agreement to any third parties.

Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Nebraska, without reference to conflicts of law principles.

Partial Invalidity. If any provision in this Agreement shall be found to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, the remainder of this Agreement shall be valid and enforceable and the parties shall negotiate in good faith, a substitute enforceable provision which most nearly affects the parties' intent in entering into this Agreement.

Notices. Notices under this Agreement to you will be provided either pursuant to written notice or pursuant to e-mail correspondence.