## MOVINGWINDOW 2001 EMPIRISOFT CORPORATION

#### END USER LICENSE AGREEMENT

CAREFULLY READ THE FOLLOWING LICENSE AGREEMENT. YOU ACCEPT AND AGREE TO BE BOUND BY THIS LICENSE AGREEMENT BY CLICKING THE BUTTON LABELED "YES" THAT IS DISPLAYED BELOW. IF YOU DO NOT AGREE TO THIS LICENSE, CLICK THE ICON LABELED "NO" AND YOUR ORDER WILL BE CANCELED, THE SOFTWARE WILL NOT BE INSTALLED AND YOU WILL NOT BE CHARGED.

#### LICENSE GRANT

"You" means the person, compan, organi ation or other entit who is being licensed to use the Software or Documentation. "We," "us" and "our" means Empirisoft.

We hereb grant ou a none clusive license to use one cop of the Software on an single computer, provided the Software is in use on onl one computer at an time. The Software is "in use" on a computer when it is loaded into temporar memor (RAM) or installed into the permanent memor of a computer--for e ample, a hard disk, CD-ROM or other storage device.

## TITLE

We remain the owner of all right, title and interest in the Software and related e planator written materials ("Documentation").

# ARCHIVAL OR BACKUP COPIES

You ma cop the Software for back-up and archival purposes, provided that the original and each cop is kept in our possession and that our installation and use of the Software does not e ceed that allowed in the "License Grant" section above.

## THINGS YOU MAY NOT DO

The Software and Documentation are protected b United States cop right laws and international treaties. You must treat the Software and Documentation like an other cop righted material--for e ample a book. You ma not:

\* print, cop, modif or distribute the Documentation e cept for our own personal use,

- \* cop the Software e cept to make archival or backup copies as provided above,
- \* modif or adapt the Software or merge it into another program,

\* reverse engineer, disassemble, decompile or make an attempt to discover the source code of the Software,

\* place the Software onto a server so that it is accessible via a pubic network such as the Internet, or

\* sublicense, rent, lease or lend an portion of the Software or Documentation.

#### TRANSFERS

You ma transfer all our rights to use the Software and Documentation to another person or legal entit provided ou transfer this Agreement, the Software and Documentation, including all copies, update and prior versions to such person or entit and that ou retain no copies, including copies stored on computer. If ou are granted an academic, educational, government or other financial discount for this license, then it ma not be transferred to another person or entit who does not also qualif for the same discount. In such cases, where the other person or entit does not qualif for the discount ou received, the will be required to pa the amount of the discount to us before transfer can occur.

## LIMITED WARRANTY

We warrant that for a period of 90 of da s after deliver of this cop of the Software to ou:

\* the media on which this cop of the Software is provided to ou, will be free from defects in materials and workmanship under normal use (does not appl to software that is downloaded), and

\* the Software will perform in substantial accordance with the Documentation.

To the e tent permitted b applicable law, THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, AND WE DISCLAIM ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING ANY IMPLIED WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, regardless of whether we know or had reason to know of our particular needs. No emplo ee, agent, dealer or distributor of ours is authori ed to modif this limited warrant , nor to make an additional warranties.

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

## LIMITED REMEDY

Our entire liabilit and our e clusive remed for breach of the foregoing warrant shall be, at our option, to either:

\* return the price ou paid, or

\* repair or replace the Software or media that does not meet the foregoing warrant if it is returned to us with a cop of our receipt.

IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING ANY LOST DATA, LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OR THE INABILITY TO USE THE SOFTWARE (EVEN IF WE OR AN AUTHORIZED DEALER OR DISTRIBUTOR HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), OR FOR ANY CLAIM BY ANY OTHER PARTY.

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

#### TERM AND TERMINATION

This license agreement takes effect upon our use of the software and remains effective until terminated. You ma terminate it at an time b destro ing all copies of the Software and Documentation in our possession. It will also automaticall terminate if ou fail to compl with an term or condition of this license agreement. You agree on termination of this license to destro all copies of the Software and Documentation in our possession.

#### CONFIDENTIALITY

The Software contains trade secrets and proprietar know-how that belong to us and it is being made available to ou in strict confidence. ANY USE OR DISCLOSURE OF THE SOFTWARE, OR OF ITS ALGORITHMS, PROTOCOLS OR INTERFACES, OTHER THAN IN STRICT ACCORDANCE WITH THIS LICENSE AGREEMENT, MAY BE ACTIONABLE AS A VIOLATION OF OUR TRADE SECRET RIGHTS.

#### GENERAL PROVISIONS

1. This written license agreement is the e clusive agreement between ou and us concerning the Software and Documentation and supersedes an prior purchase order, communication, advertising or representation concerning the Software.

2. This license agreement ma be modified onl b a writing signed b ou and us.

3. In the event of litigation between ou and us concerning the Software or Documentation, the prevailing part in the litigation will be entitled to recover attorne fees and e penses from the other part .

4. This license agreement is governed b the laws of the State of New York.

5. You agree that the Software will not be shipped, transferred or e ported into an countr or used in an manner prohibited b the United States E port administration Act or an other e port laws, restrictions or regulations.

## **RESTRICTION OF EVIL**

This software package allows for the unobtrusive monitoring of user input via ke board and mouse devices. This package is intended solel for the purpose of research b accredited research institutions and is not permitted for personal or commercial use to monitor the activit of specific individuals without their awareness. Personal and commercial uses are strictl prohibited and all license privileges will be revoked if it is discovered that this license is being used for such purposes. You must agree to this automatic forfeiture of license privileges before accepting this license agreement. You must also agree to assume all legal responsibilit for our use of this software. Due to the highl sensitive nature of this recording methodolog, it is strongl recommended that ou obtain legal and ethical advice from the appropriate authorities within our institution before using this application.