

Comm-Unity Networking Systems

8652 Hwy 80 West
Fort Worth, Texas 76116

Phone: 817-560-4226

Email: info@comm-unity.net

Web: www.comm-unity.net

COMM-UNITY NETWORKING SYSTEMS SOFTWARE DEMO LICENSE AGREEMENT

Comm-Unity Networking Systems (hereinafter "Licensor") is willing to license to You (hereinafter "Licensee") the FTPit Software Package (hereinafter "Software and/or Documentation"), only if Licensee agrees to the terms of this agreement. Please read the entire agreement before using the Software and Documentation. By using this Software and Documentation, Licensee is agreeing to be bound by the terms of this agreement. If Licensee does not agree with the terms of this agreement, Licensee must destroy all copies of the Software and Documentation immediately.

I. GRANT OF LICENSE

Licensor grants to Licensee a non-exclusive 30 day Demonstration License to use the Software and Documentation for demonstration and/or evaluation purposes. During the 30 day Demonstration License, the Licensee is subject to the following terms:

Licensee may: (i) use the Software on any single computer; (ii) use the Software on a second computer so long as the first and second computers are not using the Software simultaneously; (iii) copy the Software and Documentation for back-up, or archival purposes. All back-up copies must contain all of the original Software's proprietary notices.

Licensee may not: (i) permit other individuals to use the Software except under the terms listed above; (ii) modify, translate, reverse engineer, decompile, disassemble (except to the extent that this restriction is expressly prohibited by law) or create derivative works based upon the Software or Documentation; (iii) copy the Software or Documentation (except for back-up purposes); (iv) rent, lease, transfer, or otherwise transfer rights to the Software or Documentation; or (v) remove any proprietary notices or labels on the Software or Documentation.

After the 30 day Demonstration period, Licensee must: (i) destroy all copies of the Software and Documentation; or (ii) purchase the appropriate license from Licensor.

II. Title

Title, ownership, rights, and intellectual property rights in and to the Software and Documentation shall remain in Licensor. The Software and Documentation is protected by the copyright laws of the United States and international copyright treaties.

III. Disclaimer of warranty

The Software and Documentation are provided "AS IS" and without warranty of any kind. Licensor expressly disclaims all other warranties, express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Under no circumstances shall Licensor be liable for any incidental, special or consequential damages that result from the use or inability to use the Software and Documentation, even if Licensor has been advised of the possibility of such damages. In no event shall Licensor's liability exceed the license fee paid, if any.

IV. Termination

This license shall terminate automatically if Licensee fails to comply with the limitations described in this license. No notice shall be required from Licensor to effectuate such termination. On termination Licensee must destroy all copies of the Software and Documentation immediately.

V. Governing Law

This Agreement is governed by the laws of the State of Texas, USA.