

Please read this document carefully.

CopyFlow Gold License Agreement

© Copyright 1989-2005 North Atlantic Publishing Systems, Inc. (NAPS)
All rights reserved.

NAPS, INC. MAKES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, REGARDING THE ENCLOSED SOFTWARE PACKAGE, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. NAPS, INC. DISCLAIMS ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF THE DISTRIBUTORS AND RETAILERS OF NAPS, INC. SOFTWARE. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL NAPS, INC. BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATING TO THE USE OR ARISING OUT OF THE USE OF THE ENCLOSED SOFTWARE. NAPS, INC.'S LIABILITY SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT OF THE PURCHASE PRICE/LICENSE FEE ACTUALLY PAID FOR THE USE OF THE ENCLOSED SOFTWARE. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES AND/OR THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL DAMAGES SO THESE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO PARTICULAR CUSTOMERS.

The "SOFTWARE" refers to the computer program and all documentation accompanying this License Agreement. "USE" the SOFTWARE means that the SOFTWARE is either installed on the permanent memory of a computer (hard disk or similar storage device) or loaded in the temporary memory of computer or running it on a central processing unit.

"Permitted Number" means one (1) unless otherwise indicated under a valid license (e.g. volume license) granted by North Atlantic Publishing Systems Inc.

This End-User License Agreement ("LICENSE") is a legal agreement between you (either an individual or a single entity who purchased the SOFTWARE and is entering into this License Agreement) and North Atlantic Publishing Systems Inc. Limited ("North Atlantic Publishing Systems Inc."). By installing, copying or otherwise using of SOFTWARE you accept all terms and conditions of this LICENSE.

1. Grant of License. This License allows you to Install and USE a Permitted Number of copies of the Software on your Computer, up to the Permitted Number of Computers. This License entitles you to one change of host application or platform, provided that you will not USE more than Permitted Number of copies simultaneously.

You may also permanently transfer all your rights in the SOFTWARE to another party, provided that other party reads and agrees to accept the terms and conditions of this LICENSE. Immediately upon transfer, you have no further rights to use the SOFTWARE and you must destroy copies in your possession.

2. Ownership. The SOFTWARE is licensed, not sold, to you for USE only under the terms and conditions of this LICENSE. North Atlantic Publishing Systems Inc. reserves all rights not expressly granted to you in this LICENSE. North Atlantic Publishing Systems Inc. and/or its licensors retain title to the SOFTWARE and all intellectual property rights therein.

3. Restrictions. The only right granted to you is the right to USE the SOFTWARE in accordance with this LICENSE. The SOFTWARE contains copyrighted material and other proprietary material of North Atlantic Publishing Systems Inc. and its licensors. You may not modify, decompile, reverse engineer, disassemble or

otherwise reduce any part of the SOFTWARE. You may not resell for profit, rent, lease or loan this SOFTWARE. This LICENSE does not grant you any rights in connection with any trademarks or service marks of North Atlantic Publishing Systems Inc. and its licensors.

4. Termination. This LICENSE is effective until terminated. Any failure to comply with terms and conditions of this LICENSE shall immediately result in automatic termination of this LICENSE. Upon termination of this LICENSE for any reason, you must destroy all copies of the SOFTWARE. You may also terminate this LICENSE at any time by destroying all copies of the SOFTWARE.

5. Disclaimer of Warranty. The SOFTWARE is provided "AS IS" and without warranty of any kind. You expressly acknowledge and agree that USE of the SOFTWARE is at your sole risk. You acknowledge that the SOFTWARE may not satisfy all your requirements. North Atlantic Publishing Systems Inc. and its licensors expressly disclaim all other warranties with respect to the SOFTWARE, whether such warranties are express or implied. North Atlantic Publishing Systems Inc. makes no warranty that the functions contained in the SOFTWARE will run uninterrupted or error-free, that defects in the SOFTWARE will be corrected, nor with respect to the correctness, accuracy or reliability of the SOFTWARE. No oral or written information or advice given by North Atlantic Publishing Systems Inc. or any of its employees or representatives shall create any warranty in addition to those given herein. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

6. Limitation of Liability. Under any circumstance shall North Atlantic Publishing Systems Inc. be liable for any incidental, special or consequential damages that result from the USE or inability to USE the SOFTWARE under any theory. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. In no event shall North Atlantic Publishing Systems Inc.'s total liability to you for all damages, losses and causes of action exceed the amount paid by you for the specific license of the SOFTWARE to which the liability is related.

7. Export Restrictions. You agree and certify that neither the software nor any other technical data received from North Atlantic Publishing Systems Inc., nor the direct product thereof, will not be exported or transmitted to any country to which such export or transmission is restricted by regulation or statute of the United States government. You shall comply with all applicable export regulations.

8. Governing Law and Severability. This License Agreement shall be construed and governed by the laws of the Commonwealth of Massachusetts, USA. If for any reason a court of competent jurisdiction finds any provision of this LICENSE to be unenforceable, that provision of the LICENSE shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this LICENSE shall continue in full force and effect.

CopyFlow Gold is a trademark of North Atlantic Publishing Systems Inc.
Copyright 1989-2005 North Atlantic Publishing Systems Inc. All Rights Reserved.
Portions Copyright 2000-2005 Adobe Systems Inc. All Rights Reserved.