

END-USER LICENSE AGREEMENT FOR Milestones Professional

IMPORTANT READ CAREFULLY: This KIDASA® Software, Inc. End-User License Agreement (EULA) is a legal agreement between you (either an individual or a single entity) and KIDASA Software, Inc. for the KIDASA Software, Inc. software product identified above, which includes computer software and associated media and printed materials (if any), and may include online or electronic documentation (SOFTWARE PRODUCT or SOFTWARE). By installing, copying, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this Agreement, you are not authorized to use the SOFTWARE PRODUCT.

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold.

GRANT OF LICENSE.

(Single User Version - as shown on your Invoice)

KIDASA Software, Inc. grants to you the right to use the enclosed KIDASA Software, Inc. program (the SOFTWARE) on a single computer. If you are using a computer network, KIDASA Software, Inc. requires you to purchase one full program for each copy of the SOFTWARE on the network and to provide a mechanism that controls the number of network installations. If the SOFTWARE is permanently installed on the hard disk or other storage device of a computer (other than a network server) and one person uses that computer more than 80 percent of the time that it is in use, then that person may also use the SOFTWARE on one portable computer or one home computer as long as the copies of the SOFTWARE are not used at the same time.

GRANT OF LICENSE.

(Trial and Evaluation Versions)

KIDASA Software, Inc. grants to you the right to install and use the enclosed KIDASA Software, Inc. program (the SOFTWARE) on a computer for a period of no more than 90 days. After the 90 days you must remove the SOFTWARE unless you purchase it.

COPYRIGHT.

The SOFTWARE is owned by KIDASA Software, Inc. and is protected by United States copyright laws and international treaty provisions. You must treat the SOFTWARE like any other copyrighted material except that you may make one copy solely for backup or archival purposes. You may not copy the written materials that accompany the SOFTWARE.

OTHER RESTRICTIONS.

You may not rent or lease the SOFTWARE, but you may transfer the SOFTWARE and the accompanying written materials on a permanent basis, provided that you retain no copies and the recipient agrees to the terms of the agreement. In the case of transfer, KIDASA Software, Inc. must be notified in writing within 60 days of the transfer.

MULTIPLE-MEDIA SOFTWARE. If the SOFTWARE package contains multiple-media types or editions, then you may only use the disks appropriate for your single user computer. You may not use the disks on another computer, or loan, rent, lease, or transfer them to another user except as part of the permanent transfer (as provided above) of all SOFTWARE and written materials.

LIMITED WARRANTY.

KIDASA Software, Inc. warrants that the diskette(s) containing the SOFTWARE are free from defects for a period of 90 days.

CUSTOMER REMEDIES.

KIDASA Software, Inc.'s entire liability and your exclusive remedy shall be, if within the Limited Warranty period, at KIDASA Software, Inc.'s option, either (a) return of the price paid for the SOFTWARE, if acquired directly from KIDASA Software, Inc. when accompanied with a receipt, or (b) replacement of the SOFTWARE diskettes. This limited warranty is void if the failure of the SOFTWARE has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE will be warranted for the remainder of the original warranty period. In no case shall shipping charges be reimbursed.

NO OTHER WARRANTIES.

KIDASA Software, Inc. disclaims all other warranties, either express or implied, including, but not limited to: implied warranties or merchantability and fitness for a particular purpose, with respect to the SOFTWARE and the accompanying written materials. This limited warranty gives you specific legal rights. You may have other rights, which vary from state to state.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. IN NO EVENT WILL KIDASA SOFTWARE, INC. BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THE SOFTWARE. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

U.S. GOVERNMENT RESTRICTED RIGHTS.

The SOFTWARE PRODUCT is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is KIDASA Software, Inc./1114 Lost Creek Blvd., Suite 300/Austin, TX 78746.

OTHER LICENSE AGREEMENTS.

You or your company may have additional license agreements with KIDASA Software, Inc. for this SOFTWARE PRODUCT. This Agreement does not supersede or replace any other license agreements your company has with KIDASA Software, Inc. that cover this SOFTWARE PRODUCT.

This agreement is governed by the laws of the State of Texas.

Should you have any questions concerning this EULA, or if you desire to contact KIDASA Software, Inc. for any reason, please contact KIDASA Software, Inc. at 1-800-765-0167 (1-512-328-0167) or write: KIDASA Software, Inc./1114 Lost Creek Blvd., Suite 300/Austin, TX 78746.