END-USER LICENSE AGREEMENT AND LIMITED WARRANTY

WinBatch® WinBatch®+Compiler WebBatch®



– IMPORTANT – READ CAREFULLY BEFORE INSTALLING THE SOFTWARE.

By installing or using any portion of the WinBatch®, WinBatch®+Compiler, or WebBatch® Software (the "Software"), you accept all of the following terms and conditions of this End-User License Agreement and Limited Warranty (the "License Agreement").

LEGAL EFFECTIVENESS

THIS IS A LEGAL AGREEMENT BETWEEN ISLAND LAKE CONSULTING LLC, DOING BUSINESS AS WINBATCH, THE COPYRIGHT OWNER OF WINBATCH®, WINBATCH®+COMPILER, AND WEBBATCH® ("**We**") AND THE PURCHASER OF A LICENSE TO THE SOFTWARE AND/OR END USER OF THE SOFTWARE ("**You**").

CAREFULLY READ THIS LICENSE AGREEMENT BEFORE INSTALLING, USING, OR OPENING A PACKAGED COPY OF THE SOFTWARE. **WE WILL NOT ACCEPT ANY PURCHASE ORDER OR SELL YOU A LICENSE TO INSTALL AND USE THE SOFTWARE UNLESS YOU AGREE TO <u>ALL</u> OF THE TERMS OF THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT OPEN, INSTALL, OR USE THE SOFTWARE ON YOUR COMPUTER OR OPEN A PACKAGED COPY. REMOVE ANY AND ALL COPIES OF THE SOFTWARE FROM YOUR COMPUTER AND RETURN THE SOFTWARE AND ANY ACCOMPANYING MATERIALS WITHIN THIRTY (30) DAYS OF PURCHASE, WITH PROOF OF PURCHASE, FOR A FULL REFUND OF THE AMOUNT YOU ORIGINALLY PAID FOR THE SOFTWARE.**

SOFTWARE LICENSE

This License Agreement grants you a license to the Software. You are a licensee and not an owner of copies of the Software. This License Agreement, as well as copyright and other intellectual property laws and international treaties protect this Software, and set forth your specific rights to use the Software. The provisions of this License Agreement are conditions of your license. If you materially violate a condition, then your use of the Software is without authority and may therefore make you liable for infringing our copyright in the Software.

Upon payment of the single copy license fee, we grant you the right to install the Software on a single computer.

You may make a single additional copy of the Software for backup or archival purposes. If you receive a copy of the Software electronically and on disk, you may use the disk copy for archival purposes only. Copyright law prohibits you from making any other copy of the Software and user manual without our permission.

Your license to the Software is perpetual as long as you observe the conditions of this License Agreement.

If you have licensed the WinBatch+Compiler product you may compile scripts that you author and, with the exception of scripts that interpret or attempt to interpret the script language, provide these compiled scripts (and any required DLLs) to any number of end users without additional licenses or payment of additional fees. You may not use the Software, however, to provide script-compiling services for others, whether inside or outside your organization. A license to use the Software is necessary to utilize the Software's script-compiling functionality.

You may not alter, modify, or adapt the Software or user manual, or create any derivative works based on them. We distribute the Software in computer executable form only, and do not allow user access to the underlying source code and data. You may not reverse engineer, decompile, or disassemble the Software to gain access to such code and data, except to the extent applicable law expressly permits such activity. Decompiling or disassembling the Software may also violate the Software's copyright.

You may not sublicense, sell, rent, lend, lease, sublicense, or give away the Software to others. You may, however, transfer the Software, written materials, and this License Agreement as a package if the other party registers with us and agrees to accept this License Agreement. You may not retain any copies of the Software yourself once you have transferred it.

Any unauthorized copying, distribution, or modification of the Software will automatically cancel your license to use the Software and violate the Software's copyright.

LIMITED WARRANTY AND REMEDIES

We warrant that the Software will perform in substantial compliance with the specifications set forth in the user manual provided with the Software, provided that it is not modified and it is used on computer hardware and with an operating system for which it was designed. We also warrant that any disk media and printed user manuals we supply are free from defects in materials and workmanship under normal use.

These warranties are limited to the 90-day period from your original purchase of a license to the Software. If you report in writing within 90 days of purchase a substantial defect in the Software's performance, we will attempt to correct it or, at our option, authorize a refund of the amount you originally paid for your license to the Software. If you return faulty media or a printed user manual during this period, we will replace it free of charge. You must pay the cost of delivery to us and insure items being returned, since we do not accept the risk of loss or damage in transit.

THE WARRANTIES AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN PLACE OF ALL OTHERS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, CONCERNING THE SOFTWARE OR USER MANUAL. WE DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN USING THE SOFTWARE. EXCEPT FOR THE FOREGOING LIMITED WARRANTY AND REMEDIES, AND FOR ANY WARRANTY, CONDITION, REPRESENTATION, OR TERM TO THE EXTENT TO WHICH IT CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO YOU IN YOUR JURISDICTION. WE MAKE NO OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, MEDIA, OR USER MANUAL, INCLUDING THEIR MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, INTEGRATION, OR FITNESS FOR A PARTICULAR PURPOSE.

WE WILL IN NO EVENT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OF OR INABILITY TO USE THE SOFTWARE OR USER MANUAL, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Because software in general is inherently complex and may not be completely free of errors, We are not responsible for any costs including, but not limited to, lost profits or revenue, loss of time or use of the Software, loss of data, the cost of recovering software or data, the cost of substitute software, claims by third parties, or similar costs. In no event will our liability exceed the amount paid for the license to the Software.

NOTICES TO GOVERNMENT LICENSEES

The Software and manual are "Commercial Items," as that term is defined at 48 CFR 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 CFR 12.212 or 48 CFR 27.7202, as applicable. Consistent with 48 CFR 12.212 or 48 CFR 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users only as Commercial Items and with only those rights as are granted to all other end users pursuant to the terms and conditions of this License Agreement. Unpublished-rights reserved under the copyright laws of the United States. Island Lake Consulting LLC, 1425 NW Island Lake Rd., Silverdale, Washington 98383-9484 USA.

Any State, instrumentality of a State, and officer or employee of a State or its instrumentality acting in their official capacity will not be immune under any doctrine of sovereign immunity from suit for violating this License Agreement or the Software's copyright.

GENERAL

The laws of the State of Washington, USA govern this License Agreement. Any lawsuit to enforce this License Agreement or the Software's copyright may be brought and tried in the state court for or federal district court comprising Kitsap County, Washington, USA. The substantially prevailing party in any lawsuit will be entitled to recover its reasonable attorney's and expert's fees and expenses.

This License Agreement is the complete and exclusive statement of the agreement between you and us concerning use of the Software. It supersedes any prior agreement or understanding, oral or written, between you and us, or our respective agents and employees, with respect to this subject. None of our distributors, resellers, dealers, or agents is authorized to make any modification, extension, or addition to this License Agreement and the limited warranty and limitation of liability included in this License Agreement.