

## **MagicBase Pro Software Licensing Agreement**

Read this agreement (the "Agreement") carefully before using MagicBase Pro software (the "Software"). INSTALLING THE SOFTWARE INDICATES YOUR UNCONDITIONAL ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH BELOW.

License - HIGHPOWER RESOURCES ("HPR") and Bob Miller MAGIC! ("BMM") (owned by Bob Miller, Inc.) hereby grant to you a non-transferable, non-exclusive, license to use, not own, and display the Software on a single computer. You may physically transfer the Software from one computer owned or leased by you to another, provided that the Software is installed on only a single computer at a time. Also, the Filemaker Pro Runtime and Filemaker Developer Extras (or as renamed) are licensed, not sold, to the end user and that title to all copies of the Filemaker Pro Runtime and Filemaker Developer Extras remain with FileMaker, Inc and its licensors.

Copies and Modifications - The Software, which, is provided by HPR and BMM in machine readable form, may be copied by the customer for backup purposes, provided, however, that no more than two (2) copies of the Software will be in existence under any one license at any one time without the prior written consent from HPR & BMM. You agree to reproduce and include all proprietary rights notices on any copies of the Software.

Term - The Agreement is effective from the date of receipt by you of the above referenced Software and shall remain in effect until terminated. You may terminate this Agreement at any time by destroying the Software and associated documents together with any copies. This agreement shall also automatically terminate if you breach any of the terms or conditions of this Agreement.

Protection and Security - You agree to take all reasonable steps to protect the Software and documentation from unauthorized copy or use. You agree to not disassemble, decompile, or otherwise reverse engineer the Software to any human perceivable form except as permitted under applicable law. YOU MAY NOT MODIFY, ADAPT, TRANSLATE, RENT, LEASE, LOAN, RESELL FOR PROFIT, OR CREATE DERIVATIVE WORKS BASED UPON THE SOFTWARE OR ANY PART THEREOF EXCEPT AS SET FORTH IN THIS LICENSE.

Limited Warrantees - HPR & BMM warrant to you, as the original licensee only, (i) that the media upon which the Software is stored shall be free from defects of material and workmanship under normal use for a period of ninety (90) days from the date of original purchase, and (ii) the Software, as provided by HPR & BMM, will substantially conform to HPR's & BMM's published specifications. This limited warranty may be implemented by returning any defective Software to HPR or BMM for repair or replacement within the warranty period. All defective Software must be returned postage prepaid to BMM with dated proof of original purchase.

Disclaimer of Warranties - THE WARRANTIES SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS EXPRESSED OR IMPLIED,

INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HPR AND BMM DO NOT WARRANT THAT THE SOFTWARE OR DOCUMENTATION ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. No dealer, agent or other third party is authorized to make modifications, extensions, or additions to the warranties in this Agreement. FURTHERMORE, THERE IS NO WARRANTY AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SOFTWARE OR AGAINST INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS BY THE SOFTWARE. THE TERMS OF THIS DISCLAIMER AND THE LIMITED WARRANTY UNDER THIS SECTION DO NOT AFFECT OR PREJUDICE THE STATUTORY RIGHTS OF A CONSUMER ACQUIRING THE SOFTWARE OTHERWISE THAN IN THE COURSE OF A BUSINESS, NEITHER DO THEY LIMIT OR EXCLUDE ANY LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY Bob Miller, Inc.'s NEGLIGENCE.

Limitation of Liability - In no event will HPR or BMM, or its parent or subsidiaries or any of the licensors, directors, officers, employees or affiliates of any of the foregoing be liable to you or any third party for any direct, indirect, special, incidental, or consequential damages of any kind, (including, without limitation, damages for loss of business profits, business interruption, loss of business information, and the like) arising out of the use of the Software or its documentation or any defect in Software or its documentation, even if HPR & BMM have been advised of the possibility of such damages.

Transfer - The Software is licensed solely to you. This Agreement and any of the licenses, programs or materials to which it applies may not be assigned, sub-licensed, or otherwise transferred by you without the prior written consent of HPR or BMM. Except as expressly authorized in this Agreement, you agree to not rent, lease, sub-license, distribute, transfer, copy, reproduce, display, or modify the Software and documentation. And, upon proof of such illegal transfer, you will be liable for the full purchase price for each piece of software illegally distributed.

Severability - If any provision of this Agreement is invalid or unenforceable, that provision shall be construed, limited or modified, or, if necessary, severed from this Agreement to the extent necessary, to eliminate its invalidity or unenforceability, and the other provisions of this Agreement shall remain unaffected.

Export Law Assurance - You may not use or otherwise export or re-export the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be exported or re-exported (i) into (or to a national or resident of) any U.S. embargoed country or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nations or the U.S. Department of Commerce's Table of Denial Orders. By using the Software you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list.

Governing Law - This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Minnesota and of the United States of America.

Entire Agreement - This agreement sets forth the entire understanding and agreement between you and HPR and BMM, and may be amended only in writing signed by both parties.