

**SUPERSCOPE TECHNOLOGIES, INC.**

**IMPORTANT**

**READ THIS SOFTWARE LICENSE AGREEMENT BEFORE USING THE ENCLOSED ELEVATION™ SOFTWARE DISC OR ELEVATION™ LE SOFTWARE DISC OR DOWNLOADING THE ELEVATION™ SOFTWARE OR ELEVATION™ LE SOFTWARE**

**THIS IS A LEGALLY BINDING SOFTWARE LICENSE AGREEMENT (“AGREEMENT”) BETWEEN YOU, AS THE END USER/LICENSEE OF THE ELEVATION™ SOFTWARE PRODUCT OR ELEVATION™ LE SOFTWARE PRODUCT (THE “SOFTWARE”), AND SUPERSCOPE TECHNOLOGIES, INC. (“SUPERSCOPE”), AS THE OWNER/LICENSOR. YOU MUST READ AND AGREE TO THIS AGREEMENT BEFORE YOU CAN DOWNLOAD AND/OR USE THE SOFTWARE. YOU AGREE TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT BY CLICKING ON THE “I ACCEPT” BUTTON BELOW. THIS AGREEMENT (ALONG WITH ANY LAB PACK PURCHASE DOCUMENTATION, IF APPLICABLE) CONSTITUTES THE ENTIRE AGREEMENT BETWEEN YOU AND SUPERSCOPE RELATING TO THE SOFTWARE. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE “I DO NOT ACCEPT” BUTTON AND YOU WILL NOT BE ABLE TO USE THE SOFTWARE.**

**AN INDIVIDUAL ACCEPTING THIS AGREEMENT ON BEHALF OF AN ENTITY HEREBY REPRESENTS THAT HE/SHE IS AUTHORIZED TO ACT ON BEHALF OF AND LEGALLY BIND SAID ENTITY. IN SUCH CASE, THE TERM “YOU” REFERS TO THE ENTITY.**

**THIS AGREEMENT IS TERMINABLE UNDER CERTAIN CIRCUMSTANCES AND CONTAINS DISCLAIMERS OF WARRANTY AND LIMITATIONS OF LIABILITY. PLEASE READ CAREFULLY.**

1. License. Superscope grants you a limited, nonexclusive license to install and use the Software subject to the terms and conditions of this Agreement. You acknowledge that this license only gives you rights to install and use a “demo” version of the Software (which provides you with a limited functionality version of the Software for a limited period of 10 days, after which time, the Software will not run) until such time as you have purchased a unique “serial number” and received on-line authorization from Superscope.

You shall not use or copy the Software except as specifically authorized in this Agreement. Superscope reserves all rights not granted to you. This grant of license includes the right to use any documentation (in such format) that Superscope determines to make available relating to the Software (any such documentation shall be included within the term “Software” as used herein).

2. Permitted Use of the Software.

**Individual User License.** If you have purchased an Individual User License from Superscope, you may install and use the Software only for your personal use on no more than two (2) computers owned by you; provided that the Software may only run on one (1) computer at any one time. If you wish to install and/or use the Software on more than two (2) computers, or wish to run the Software on more than one (1) computer at any one time, you must license and pay for another copy of the Software. You may transfer the Software from one computer to another so long as (i) you first contact Superscope by phone, mail or email regarding the transfer **and** (ii) the copy of the Software on the computer from which the transfer is made is uninstalled so that at no time is the Software installed on more than two (2) computers. Superscope has the right to limit the number of transfers in a given period of time. You may not make the Software available in any form or on any media to any other person or entity without the prior written consent of Superscope. However, you may permanently transfer the Software (which transfer must also include the assignment of this Agreement) to another person but only as part of a transfer of the computer on which such Software is installed and provided (i) you first contact Superscope by phone, mail or email regarding the transfer (including the name and contact information of the transferee), (ii) you do not retain **any** copy of the Software on **any** computer (i.e. both you and your transferee cannot share a license to the Software) and (iii) the transferee agrees that his/her use of the Software is subject to all the terms of this Agreement.

**Multi-User License.** If you have purchased a Multi-User License from Superscope, you may install the Software at a single location on that number of computers owned by you for which you are licensed (as stated in the purchase documentation) and allow use of the Software by any number of users on such computers. You may transfer the Software from one computer you own to another you own so long as (i) you first contact Superscope by phone, mail or email regarding the transfer **and** (ii) the copy of the Software on the computer from which the transfer is made is uninstalled so that at no time is the Software

installed on more than the number of computers for which you are licensed. Superscope has the right to limit the number of transfers in a given period of time. Otherwise, the Software is not transferable without the prior written consent of Superscope. In addition, you may not make the Software available in any form or on any media to any other person or entity without the prior written consent of Superscope.

**Provisions Applicable to All Licenses.** The Software may not be installed on a computer network or a server. You may not rent, sublicense or lease the Software in any manner to others, and you may not alter, modify, decompile, disassemble, or reverse engineer the Software, or otherwise attempt to derive the source code of the Software, or use the Software in any manner that violates any applicable law. You may make copies of the Software only as part of back-up procedures performed on computers on which the Software is installed; and you must reproduce any copyright notices or legends on such copies. All such copies are subject to this Agreement. If you attempt to use, copy, or convey the Software in a manner contrary to the terms of this Agreement or in derogation of Superscope's proprietary rights, whether such rights are stated herein or determined by law or otherwise (including deleting, altering or modifying any intellectual property notices or legends that may appear thereon), this Agreement is automatically terminated and Superscope shall have all rights and remedies available to it under applicable law, including without limitation, the right to immediate injunctive relief (you hereby acknowledge that other remedies are inadequate).

3. Proprietary Rights. This Agreement does not constitute the sale of the Software or any copy thereof. Superscope (and its licensors) retains title and full ownership rights in and to the Software and all copies thereof, including all copyrights, source code, trademarks, patents, and trade secrets embodied therein. You have only a limited right to install and use the Software in accordance with the terms of this Agreement. Nothing in this license constitutes a waiver of any of Superscope's rights under the copyright laws or other proprietary rights laws of the United States or the laws of any other jurisdiction, whether foreign or domestic.

4. Limited Warranty; Limitation of Liability and Disclaimers. If you have purchased the Software from a retail outlet, Superscope warrants that the enclosed Software discs are free from defects in materials and workmanship. Superscope or the retail outlet will replace defective discs at no charge to you, provided that you return to the retail outlet such defective discs within thirty (30) days of the date of your purchase along with a receipt or other proof of date of purchase. **THESE ARE YOUR SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY.** Without limiting or otherwise effecting the foregoing, no replacement or refund will be made under any circumstances if the Software has received on-line authorization from Superscope.

**EXCEPT AS SET FORTH ABOVE, SUPERSCOPE MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING OR RELATING TO THE SOFTWARE LICENSED TO YOU HEREUNDER. SUPERSCOPE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SOFTWARE. ACCORDINGLY, YOU ACCEPT THE SOFTWARE "AS IS," AND SUPERSCOPE ASSUMES NO RESPONSIBILITY FOR PERFORMANCE OF THE SOFTWARE.**

**EXCEPT FOR THE EXCLUSIVE REMEDY SET FORTH ABOVE, IN NO EVENT SHALL SUPERSCOPE BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOST PROFITS, LOSS OF DATA OR INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF ANY BREACH OF WARRANTY, YOUR USE OF OR INABILITY TO USE THE SOFTWARE OR SUPERSCOPE'S OBLIGATIONS UNDER THIS AGREEMENT. It is recommended that you back-up all data used or generated in connection with the Software on a regular basis, and you shall be solely liable for your failure to do so.**

Some jurisdictions do not allow the exclusion of implied warranties or liability for incidental or consequential damages, so the above limitation or exclusion might not apply to you. The limited warranty set forth above gives you specific legal rights, and you may also have other rights that vary from jurisdiction to jurisdiction.

5. Termination. You may terminate this Agreement at any time and for any reason by ceasing all use of the Software and deleting all copies of the Software on any computer and all other storage media. Superscope may terminate this Agreement upon notice in the event of a breach of this Agreement by you.

6. United States Export Controls. You acknowledge that the Software is subject to U.S. export control laws and regulations. You may not export or otherwise use the Software outside of the United States except in strict compliance with applicable U.S. export control laws and regulations.

7. Governing Law. This Agreement and the relationship between you and Superscope hereto shall be governed by the laws of the State of Illinois, without regard to conflicts of law principles. Any dispute between the parties related to this Agreement shall be exclusively submitted to a state or federal court located in Cook County, Illinois. Each party irrevocably waives to the fullest extent permitted by applicable law (i) any objection it may have to the laying of venue in the applicable court referred to above and (ii) any claim that any such action or proceeding has been brought in an inconvenient forum.

YOU HEREBY CONFIRM THAT YOU HAVE READ THIS AGREEMENT AND IF YOU AGREE TO THE TERMS AND CONDITIONS HEREOF, WILL CLICK ON THE "ACCEPTS" BUTTON BELOW TO SIGNIFY YOUR AGREEMENT.

[I ACCEPT]

[I DO NOT ACCEPT]