OPTIMUM® End-User Agreement

BY INSTALLING THE OPTIMUM SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT INSTALL THE SOFTWARE.

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1b. Use of the SOFTWARE may, from time-to-time, require an Internet connection to an "OPTIMUM Update Server" in order to confirm the integrity of the installed SOFTWARE, and, if so authorized, to receive updates or new versions of the SOFTWARE. OPTIMUM Software shall not be liable for any interruption in use of the SOFTWARE by CUSTOMER if CUSTOMER does not provide such a connection.

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2c. CUSTOMER may not assign its rights under this Agreement to another person unless all rights are assigned and the person first agrees with OPTIMUM Software, in writing, to be bound by this Agreement.

2d. The SOFTWARE and User Manual are provided to the U.S. Government with RESTRICTED RIGHTS under subdivision (b)(3)(ii) of The Rights in Technical Data and Computer Software clause at 252.227-7013.

3. CUSTOMER agrees it will not copy any part of the User Manual or other written or electronic documentation or information received from OPTIMUM Software. Additional copies are available from OPTIMUM Software. CUSTOMER will not export the SOFTWARE. CUSTOMER further agrees it will not decompile, reverse engineer, disassemble, attempt to translate the SOFTWARE, or interfere with the anti-piracy or time-period licensing mechanisms embedded in the SOFTWARE, otherwise CUSTOMER agrees that any license established under paragraph 1 will immediately expire.

3a. The SOFTWARE may be copied for backup purposes, provided that no more than three copies may exist at one time unless OPTIMUM Software consents, in writing, to a greater number. CUSTOMER agrees to maintain records of the number and location of all copies. CUSTOMER will include OPTIMUM Software's copyright notice on all copies of the SOFTWARE made by CUSTOMER.

4. LIMITED WARRANTY. OPTIMUM Software warrants that the SOFTWARE will perform substantially as described in the User Manual for a period of 30 days after CUSTOMER purchases the license. OPTIMUM Software does not warrant that the SOFTWARE is error-free or that its use will be uninterrupted. OPTIMUM Software's sole obligation under this limited warranty is to provide replacement copies of the SOFTWARE to users within the 30 day period, if CUSTOMER, at its expense, returns the defective copy to OPTIMUM Software with a full explanation of the difficulty encountered. EXCEPT AS SET FORTH IN THIS PARAGRAPH, THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE SPECIFICALLY DISCLAIMED. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM STATE TO STATE. THIS STATED WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF OPTIMUM SOFTWARE FOR DAMAGES, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OCCURRING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

_____   _____
CUSTOMER Initials   Consultant Initials

4a. CUSTOMER agrees that regardless of the form of claim, OPTIMUM Software's liability for damages to CUSTOMER or any other party will not exceed the price paid by CUSTOMER for the SOFTWARE license.

5. All updates to the SOFTWARE licensed to CUSTOMER become part of the SOFTWARE and are governed by the terms of this Agreement. OPTIMUM Software is not required to notify anyone of changes to the SOFTWARE.

6. This Agreement will be construed in accordance with the domestic laws of the State of Colorado and the United States of America. Any legal proceedings related in any manner to this Agreement may be brought only in the United States District Court for the District of Colorado or the District Court for the City and County of Denver, Colorado, and CUSTOMER and OPTIMUM Software consent to the jurisdiction of said courts.

7. This Agreement, so far as possible, will be construed to give validity to all its provisions. Any provision found to be prohibited by law will be ineffective so far as prohibited without invalidating any other part of this Agreement.

8. THIS AGREEMENT STATES THE COMPLETE UNDERSTANDING BETWEEN THE PARTIES.

Accepted by (please TYPE or PRINT *legibly* where indicated):

_____   Corporation ___ Partnership ___ Sole Proprietor ___
PRINTED Legal Name of CUSTOMER Company   (Indicate one and see the NOTE below about signatories)

_____
PRINTED Address Line 1 of CUSTOMER

_____
PRINTED Address Line 2 of CUSTOMER (if any)

_____
PRINTED City, State, and ZIP+4 of CUSTOMER

_____
PRINTED Telephone Number of CUSTOMER

_____
PRINTED Email Address of CUSTOMER

_____
PRINTED Name of Individual Signing for CUSTOMER

_____   _____   _____
SIGNED Name of Individual Signing and Initialing for CUSTOMER   PRINTED Title (**SEE NOTE BELOW**)   Date

NOTE: When **CUSTOMER** is a **Corporation**, this Agreement **MUST BE** executed by an **Officer** (President, Vice-President, Treasurer, or Secretary).
When **CUSTOMER** is a **Sole Proprietorship** or an **Individual**, this Agreement **MUST BE** executed by the **Owner** or the **Individual**.
When **CUSTOMER** is a legal **Partnership**, this Agreement **MUST BE** executed by a **Partner**
Managers, agents, or other representatives are NOT usually legally binding signatories. Corporations have *officers*, not owners or partners.
An improper signatory will cause the Agreement to be rejected. Please call **303.698.2873** if you have questions about the proper signatory to this Agreement.

CUSTOMER's Consultant hereby acknowledges the promises and performances of this Agreement. Consultant agrees it will not use, disclose, copy, disassemble, decompile, reverse engineer, translate, or distribute the SOFTWARE disclosed by CUSTOMER, or interfere with the anti-piracy or time-period licensing mechanisms in the SOFTWARE.

Accepted by (please TYPE or PRINT *legibly* where indicated):

_____
PRINTED Legal Name of CUSTOMER Consultant

_____
PRINTED Name of Individual Signing for CUSTOMER Consultant

_____   _____   _____
SIGNED Name of Individual Signing and Initialing as CUSTOMER Consultant   PRINTED Title   Date

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OPTIMUM Software Corporation
(Revised July 16, 2008)