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The licensed programs are supplied by ISE solely for the Customer's internal business purposes for use on a single designated Server. A separate license is required for each Server on which the licensed program will be used. All rights, title and interest in and to the licensed programs and all related materials are and shall at all times remain the sole and exclusive property of ISE. Neither the licensed programs nor this Agreement may be assigned, sublicensed or otherwise transferred by Customer without the prior written consent from ISE.

2. Terms:
The license under this Agreement shall remain in effect for fifteen years if the Customer paid for a long term license or for one year if the Customer paid for an annual license, unless terminated earlier pursuant to the terms described herein. ISE may terminate the license if the Customer fails to comply with any of the terms and conditions set forward in the Agreement. The license shall automatically terminate upon any act of bankruptcy by or against the Customer, upon any attachments, execution of judgment or process against the Customer or its assets, or upon cessation of the business of the Customer.

3. Taxes:
License fees are exclusive of, and Customer is responsible for, all sales and use taxes, and any other taxes and assessments lawfully levied against or upon the licensed programs or their use, or arising out of this Agreement, exclusive of taxes based on ISE's net income.

4. Delivery, Delays:
Delivery will be F.O.B. ISE. Customer will be responsible for all subsequent charges. ISE will, however, unless otherwise directed in writing by Customer, prepay transit insurance and freight and bill Customer for such charges. ISE shall not be liable for any delay in delivery.

5. Payment:
Terms are net thirty(30) days from date of delivery subject to Customer maintaining credit arrangements satisfactory to ISE. Otherwise, terms are cash on delivery.

IF PAYMENT IS NOT RECEIVED WITHIN 30 DAYS FROM RECEIPT OF INVOICE, ISE SHALL HAVE THE RIGHT TO DISCONTINUE CUSTOMER'S USAGE OF THE LICENSED PROGRAMS, AND CUSTOMER HEREBY WAIVES ANY RIGHTS TO CONTINUED USAGE OF THE LICENSED PROGRAMS IF THESE PAYMENT TERMS ARE NOT MET.

ISE SHALL BE HELD HARMLESS FOR ANY CLAIM WHATSOEVER ARISING OUT OF DISCONTINUANCE OF USAGE OF THE LICENSED PROGRAMS BY CUSTOMER DUE TO NONPAYMENT.

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Customer shall not copy, in whole or in part, any licensed programs which are provided by ISE in machine readable format except (i) for use by Customer on the designated Server, (ii) to understand or modify the contents of such machine readable material, or (iii) for archiving or backing up purposes. Customer shall maintain appropriate records of the number and location of all copies that it may make of any licensed programs and shall make such records available to ISE upon request thereof. The original, and any copy of the licensed programs, in whole or in part, shall at all times be the sole an exclusive property of ISE. Customer shall reproduce ISE's copyright notice and all other proprietary notices of ISE on all copies of the licensed programs in the same form as affixed to and/or imbedded in the licensed programs delivered to Customer by ISE.

7. Protection and security:

Customer shall not cause or permit disclosure of any licensed programs, in any form, to any person other than Customer's or ISE's employees without the prior written consent of ISE. Customer shall take all reasonable steps to safeguard the licensed programs so as to ensure no unauthorized person shall have access to any of them, and that no unauthorized copy, in whole or in part, in any form, shall be made. Customer expressly acknowledges that the licensed programs are confidential and proprietary property of ISE and hereby agrees to receive and maintain same as confidential disclosure.

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ISE's sole maintenance obligation will be to make available to Customer all updates, modifications and corrections to the licensed programs and documentation for twelve (12) months from the time of delivery. Customer can, thirty (30) days prior to the end of the twelve (12) months period, elect to extend the maintenance period an additional twelve (12) months, at the then prevailing maintenance prices. Notwithstanding the foregoing, ISE shall have NO maintenance obligation with respect to a licensed program which is used or operated in a manner or in an environment not consistent with the purpose for which such program was designed, or for a licensed program which has been modified or repaired other than by ISE or its authorized representative.

10. Termination:

Within thirty (30) days after the date of expiration or earlier termination of any license under this Agreement, Customer shall, at Customer's election, either (i) return to ISE all existing copies of such licensed programs and their related materials, or (ii) furnish to ISE, evidence satisfactory, that the original and all copies of the licensed programs, in whole or in part, in any form, have been destroyed.

11. Warranty and limitation of liability:

ISE warrants that the licensed programs and documentation supplied under this Agreement shall, at the time of delivery to Customer, be true and exact copies of the programs and documentation ordered as described in ISE's current applicable software product description. ISE's sole obligation under this Agreement shall be to replace non-conforming items or to correct non-conformities reported in writing by Customer to ISE within thirty (30) days following original delivery.

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13. Pre-release product additional terms:

If the product you have received with this license is a pre-release or beta Software ("Pre-release License"), then the following Section applies. To the extent that any provision in this Section is in conflict with any other term or condition in this Agreement, this Section shall supercede such other term(s) and condition(s) with respect to the Pre-release License, but only to the extent necessary to resolve the conflict. You acknowledge that the licensed program is a pre-release version, does not represent a final product from ISE, and may contain bugs, errors and other problems that could cause system or other failures and data loss. Consequently, the pre-release license is provided to you "AS-IS", and ISE disclaims any warranty or liability obligations to you of any kind.

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14. Tryout Additional Terms:

If the product you have received with this license is a tryout of the licensed program ("Tryout License"), then the following Section applies until such time that you purchase a license to the full version of such product. To the extent that any provision in this Section is in conflict with any other term or condition in this Agreement, this Section shall supercede such other term(s) and condition(s) with respect to the Tryout License, but only to the extent necessary to resolve the conflict.

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The foregoing states the entire liability of ISE with respect to infringement of any copyrights or patents by the software or documentation or any parts thereof.

16. General:

If any of the provisions, portions thereof, of this Agreement are found to be invalid by any court of competent jurisdiction, same shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect. This

Agreement shall be governed by the laws of the State of California, United States of America, and Customer expressly submits to jurisdiction therein by process served by mail on Customer at its address known to ISE. Customer agrees to advise ISE of all changes in Customer's address. ISE's main address is P. O. Box 836, Hawthorne, California 90251, U.S.A. This Agreement constitutes the entire agreement between the parties with respect to the subject matter; all prior agreements, representations, statements, negotiations and undertakings are superseded hereby.

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