

## Highly Developed Projette License Agreement

This is a legal agreement between Highly Developed Limited, ("HD.NET") and you, the user.

### 1. Terms and Extent

This License Agreement applies only to releases of the Highly Developed Projette Version 3.x.x.x Software and its accompanying files and documents (collectively, the "SOFTWARE"). If you do not agree to these terms and conditions then you may not download, install or use the SOFTWARE.

### 2. License and Ownership

The SOFTWARE is owned by HD.NET and is copyrighted and licensed, not sold. HD.NET grants you a non-exclusive, non-transferable license to use the SOFTWARE for lawful purposes. Implied licenses are negated. You may not reverse engineer, disassemble, decompile or alter the SOFTWARE in any way except to the extent that the foregoing restriction is expressly prohibited by applicable law. This license does not entitle you to receive from HD.NET hard-copy documentation, technical support, telephone assistance, or enhancements or updates to the SOFTWARE.

### 3. Termination

The license will also terminate automatically without any notice from HD.NET if you fail to comply with any term or condition of this Agreement. Upon this termination you will delete or destroy all copies of the Software.

### 4. Distribution

You may reproduce and distribute complete, unmodified copies of the SOFTWARE provided the following: (a) the origin of this SOFTWARE must not be misrepresented, (b) the terms of this License are not changed and no further restrictions are imposed on the recipients exercise of the rights granted herein and (c) no payment is made in connection with such distribution, whether directly (as in payment for a copy of the SOFTWARE) or indirectly (as in payment for some service related to the SOFTWARE, or payment for some product or service that includes a copy of the SOFTWARE "without charge", or payment for some product or service the delivery of which requires for the recipient to retrieve/download or otherwise obtain a copy of the SOFTWARE; these are only examples, and not an exhaustive enumeration of prohibited activities). As an exception to the above rule, putting the SOFTWARE on CD-ROMs containing other free software is explicitly permitted even when a modest distribution fee is charged for the CD, as long as this SOFTWARE is not the primary selling argument for the CD.

### 5. Export Restrictions

You may not download, export, or re-export the SOFTWARE (a) into, or to a national or resident of, Cuba, Iran, Iraq, Libya, North Korea, Sudan, Syria or any other country to which the United States has embargoed goods, or (b) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's

Table of Denial Orders. By using the SOFTWARE, you are representing and warranting that you are not located in, under the control of, or a national or resident of any such country or on any such list.

#### 6. High Risk Activities

The SOFTWARE is not fault-tolerant and is not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the SOFTWARE could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). Accordingly, HD.NET and its suppliers and licensors specifically disclaim any express or implied warranty of fitness for High Risk Activities. You agree that HD.NET and its suppliers and licensors will not be liable for any claims or damages arising from the use of the SOFTWARE in such applications.

#### 7. Warranty Disclaimer and Limitation of Liability

The SOFTWARE is licensed to the user on an "AS IS" basis. HD.NET MAKES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SOFTWARE INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. HD.NET DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. You the user are solely responsible for determining the appropriateness of the SOFTWARE for your use and accept full responsibility for all risks associated with its use. HD.NET is not and will not be liable for any direct, indirect, special or incidental damages (including loss of profits or interruption of business) however caused even if HD.NET has been advised of the possibility of such damages.

#### 8. General

This Agreement is the only understanding and agreement we have regarding your use of the SOFTWARE. It supersedes all other communications, understandings or agreements we may have had prior to this Agreement. If any provision of this Agreement is deemed invalid or unenforceable by any country or government agency having jurisdiction, that particular provision will be deemed modified to the extent necessary to make the provision valid and enforceable, and the remaining provisions will remain in full force and effect.