Intuit QuickBooks Cash Register Plus Software License Agreement

Thank you for selecting Intuit QuickBooks Cash Register Plus software. This Software License Agreement (the "Agreement") gives you certain rights and responsibilities depending on the software product license you purchased, as more fully described below (the "Software"). If you do not accept this Agreement, you will not be able to use the Software. If you're not completely satisfied with your purchase, you may return it to the place of purchase within 60 days of the date of your purchase, along with your dated receipt, for a full refund. See Section 8. Satisfaction Guaranteed below for more details. You are not required to purchase any equipment when you license the Software; however, you may need to purchase computers and other hardware such as printers, modems, bar code readers and cash drawers that operate in conjunction with the Software.

1. LICENSE GRANT AND RESTRICTIONS. Intuit Inc. ("Intuit", "us", "we", "our") grants you ("you" and "your" means you or the legal entity that you are authorized to represent and on whose behalf the Software is licensed) the following rights provided that you comply with all of the terms and conditions of this Agreement.

(i) Single-Store License Version. You may: install the Software on one computer. If you purchased more than one single-store license of the Software, you may: (a) install the Software on the number of computer(s) equal to the number of licenses you purchased up to a maximum of twenty (20) computers that are owned and operated solely by and for your Company at one (1) location; (b) place a copy of your software data files on a network for access by such computers and (c) make one copy of the printed materials and any user documentation accompanying the Software for each user license you purchased. If you purchased a valid license for the Software and received an Authentic Intuit CDROM, such CDROM is your backup copy of the Software.

(ii) Trial Version. In connection with the foregoing license grant: (a) you may use one copy of the trial version of the Software only for the amount of time specified in the Software or in the materials accompanying the Software; and (b) according to the license grants above in Section (i) for a single store license. You are not authorized to copy the printed materials accompanying the Software if any, or print multiple copies of any user documentation. BY YOUR USE OF THE TRIAL VERSION OF THE SOFTWARE YOU UNDERSTAND AND AGREE THAT AFTER THE APPROXIMATE AMOUNT OF TIME SPECIFIED IN THE SOFTWARE OR IN THE MATERIALS ACCOMPANYING THE SOFTWARE, YOU MAY NOT BE ABLE TO CONTINUE TO ACCESS AND/OR USE SUCH TRIAL SOFTWARE OR ANY DATA YOU HAVE ENTERED INTO SUCH SOFTWARE UNLESS YOU PURCHASE THE APPROPRIATE FULL VERSION OF SUCH SOFTWARE.

(iii) If you obtained a license for the free version of the Software, there may be additional restrictions on the amount of data or records you can input and use within the Software, as stated within the Software or the accompanying documentation.

You are not licensed or permitted under this Agreement to do any of the following: (a) modify, adapt, translate, rent or sublicense (including offering the Software to third parties on an applications service provider or time-sharing basis); (b) assign, loan, resell, transfer or distribute the Software, CDROM(s), or related materials or create derivative works based upon the Software or any part thereof; (c) copy the Software in whole or part, except as expressly stated in (i), or (ii) above, or use trade secret information contained in the Software, to develop software to interface with the Software. You agree not to (and not to permit others to): (i) decompile, disassemble, or otherwise reverse engineer the Software, except as otherwise expressly permitted by applicable law; or (ii) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright notices) of Intuit or its licensors on or within the Software or any copies of the Software. All license transfers are subject to written approval by Intuit and may be subject to a transfer fee determined by Intuit in its sole discretion. If your company is, or substantially all of its assets are, acquired by or merged into another company or sole proprietorship, please contact Intuit at transfer_license@intuit.com regarding transferring your license to the new company.

In addition to the Intuit Cash Register Plus software, the term "Software" includes any other programs, tools, internet-based services, components and any "updates" (for example, Software maintenance, service/configuration information, help content, bug fixes, or maintenance releases etc.) of the Software that Intuit provides or makes available to you after the date you obtained your initial copy of the Software. You are entitled to download updates to the Software that Intuit generally makes available to other users of the Software. Certain Software may be accompanied by, and will be subject to, additional terms.

(iii) Third Party Licensing Terms. From time to time Intuit may include software components provided by third parties in the Software. Licensing terms for certain third party software components contained in the Software are set forth in attached Exhibit A, which by this reference is made part of this Agreement. Additional third party licensing terms may also be provided in Release Notes.

2. RESERVATION OF RIGHTS AND OWNERSHIP. The Software is licensed, not sold and Intuit reserves all rights not expressly granted to you in this Agreement. The Software is protected by copyright, trade secret and other intellectual property laws. Intuit and its licensors own the title, copyright, and other worldwide intellectual property rights in the Software and all copies of the Software. This Agreement does not grant you any rights to trademarks or service marks of Intuit.

3. INTUIT SERVICES. You may be made aware of or offered services, features, products, offers and promotions provided by Intuit ("Intuit Services"). If you decide to use Intuit Services, you may be subject to additional terms and conditions governing these Intuit Services. You hereby grant Intuit permission to use information about your business and usage experience to enable us to provide the Intuit Services to you, including updating and maintaining your data, addressing errors or service interruptions, and to enhance the types of data and services Intuit may provide to you in the future. You also grant Intuit permission to combine your company information with that of others in way that does not identify you or any individual personally to improve services and to compare business practices with other company standards.

4. THIRD PARTY SERVICES. In connection with the promotion or your use of the Software, you may be made aware of or offered services, features, products, offers and promotions provided by third parties, and not by Intuit ("Third Party Services"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You authorize Intuit to use and disclose your contact information, including name and address, for the purpose of making the Third Party Services you choose available to you. You agree that the third party, and not Intuit, is responsible for the performance of the Third Party Services.

5. THIRD PARTY WEBSITES. The Software may contain or reference links to third party websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under the control of Intuit. Intuit is not responsible for the content of any Third Party Website or any link contained in a Third Party Website. Intuit does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the Software or Services is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by Intuit or its Suppliers (defined below) of any information contained in any Third Party Website. In no event will Intuit be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from those of Intuit. Intuit is responsible for such provisions, and expressly disclaims any liability for them.

You are responsible for providing, at your expense, any access to the Internet and any required equipment. You are solely responsible for i) fulfilling any rewards offered by you to your customers; and ii) ensuring that any offers made by you are compliant with all applicable laws.

6. ADDITIONAL TERMS.

A. Registration; Other Restrictions. The Software includes required registration, so you agree that you must register the Software with Intuit within the amount of time specified by the Software, otherwise you will not be able to continue to use the Software. You agree to keep your registration information accurate and complete and promptly update your registration data with us as necessary to keep it accurate, current and complete. We protect your registration information according to our privacy policies which can be found by clicking http://smallbusiness.intuit.com/small-business/privacy/index.jsp or the privacy policy link on the Intuit website relating to the Software product you purchased. Enabling others to use your license number(s), product number(s), and validation number(s), if any, is strictly prohibited.

B. Software Updates. If and when you connect to the Internet to update your data, Intuit may also include updates in the transmission.

Upon installing the Software for the first time, a Windows Service will also be installed named the "Intuit Update Service." This service will continue to run on your system in the background regardless of whether the Software is currently running.

If you choose the "automatically download" option for updates the Intuit Update Service will periodically check Intuit's servers via the Internet for updates to the Software. In addition, non-personally identifiable information about your computer system and the update process will be sent to Intuit. If an update is available, it will be automatically downloaded and you will be prompted to install that update the next time you start the Software .

If you choose the "ask me first" option for updates, the Intuit Update Service will still run in the background, but it will not check Intuit's servers for updates to the Software until you confirm that you want it to check. In addition, non-personally identifiable information about your computer system and the update process will be sent to Intuit.

Only non-personally identifiable information is provided to Intuit through the Intuit Update Service.   This may include a validation code to deliver the appropriate update based on services selected. Intuit will use this information to improve the product for our customers and our use is subject to our privacy policy which is described in section 7 below.

C. Pictures. By uploading photographs, images, pictures or anything that is graphical in whole or in part ("Images") you warrant and represent that (a) you are the copyright owner of such Images, or that the copyright owner of such Images has granted you permission to use such Images or any content and/or images contained in such Images consistent with the manner and purpose of your use and as otherwise permitted by this Agreement, (b) you have the rights necessary to grant the licenses and sublicenses described in this Agreement, and (c) that any person depicted in such Images, if any, has provided consent to the use of the Images as set forth in this Agreement, including, by way of example, and not as a limitation, the distribution, public display and reproduction of such Images. By uploading Images, you grant Intuit and its respective subsidiaries, affiliates, successors, assigns, licensees, resellers and other such parties as Intuit may designate from time to time, a non-exclusive, world-wide, perpetual, royalty-free license to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Images in any manner and in any media.

D. Online Communities.

(i) The Software may include a feature that allows you to exchange useful and helpful information with other users of the online community. Internet access is required to use the online community. Please respect and interact with other users as you would in any public arena when using the online community feature. Exercise your judgment in evaluating and acting on (or ignoring) other users' online community sessions. Remember, due to the anonymous nature of the Internet, other online community users may not be who they say they are, know what they say they know or be affiliated with whom they say they are affiliated. You agree that Intuit does not endorse and is not responsible for the accuracy of the content in the online community, and will not be liable for any damages incurred as a result of the submission or use

of any such content. Online community users may post hypertext links to content hosted and maintained by third parties. Intuit has no obligation to monitor these linked sites, and is not responsible for them. Your access to any linked sites is at your own risk, so use good judgment before you click on any link or access any linked site. Do not reveal information that you do not want to make public, such as by posting your contact information or email address while using the online community. Intuit reserves the right to monitor the online community content and designate Intuit employees to act as monitors. Additionally, Intuit reserves the right to edit, remove or refuse to remove online community content in its sole discretion.

(ii) Conduct. You agree not to upload, post or otherwise transmit any content (including but not limited to text, links, communications, software, images, sounds, data or other information) that contains:

Inappropriate content such as: profanity, objectionable material of any kind, links to websites that contains information about illegal activity, information or software that contains a virus, Trojan horse, or other harmful or disruptive component.

Spam such as: commercial solicitations, chain letters, securities offerings, repetitive, pointless or irrelevant postings.

Attacks such as: "flaming" other participants in a manner that might incite or perpetuate a conflict or argument, creating usernames to attack other participants' identities, impersonating other individuals or falsely representing your identity or qualifications, postings that breach any users' privacy.

6. FEEDBACK. Intuit may provide you with a mechanism to provide feedback, suggestions and ideas, if you choose, about its software and services and participate in Online Communities ("Feedback"). You agree that Intuit may, in its sole discretion, use the Feedback you provide to Intuit in any way, including in future modifications of QuickBooks, multimedia works and/or advertising and promotional materials relating thereto. You hereby grant Intuit a perpetual, worldwide, fully transferable, irrevocable, royalty free license to use, reproduce, modify, create derivative works from, distribute and display the Feedback in any manner and for any purpose.

7. PRIVACY. For details about Intuit's privacy policies, please refer to the QuickBooks Privacy Statement contained either in the Software, at http://smallbusiness.intuit.com/small-business/privacy/index.jsp, or the privacy policy link on the Intuit website relating to the Software product you purchased. You agree to be bound by the applicable Intuit privacy policy, as it may be amended from time to time in accordance with its terms.

8. SATISFACTION GUARANTEED/LIMITED WARRANTY.

(i) Satisfaction Guarantee. If you are not satisfied with the Software and (a) You purchased the Software from a retail store, you may uninstall and delete all copies of the Software from your computer(s) and return it within 60 days of purchase to the store where you purchased your license with a dated receipt for a full refund. If the store is unable or unwilling to issue a refund, then call Intuit Customer Service during normal business hours, at (888) 246-8848 to obtain a Return Merchandise Authorization number (RMA) and product return instructions and return the Software with a dated receipt or packing slip within 60 days of purchase. (b) You obtained the Software directly from Intuit via an Internet download, you may submit a written request to Intuit including your name, contact and product order information to Intuit Inc., Returns Department, PO Box 19004, Greenville, SC 29390-9004. (c) The Software was pre-installed on your computer when you bought it, or if CDROMs came packaged with your computer at no extra charge, follow the manufacturer's applicable return policy; or (d) You obtained the Software by downloading it on your computer, contact the provider of the download site.

(ii) Limited Warranty. (a) If the CDROM on which the Software is stored is defective, then return the CDROM to Intuit Inc., Returns Department, PO Box 19004, Greenville, SC 29390-9004 within 60 days of shipment (or in the case of a retail purchase, within 60 days of purchase) with a dated receipt or packing slip, and a replacement CDROM will be mailed to you; (b) If more than 60 days has elapsed from the

purchase date and the CDROM is defective and you would like a replacement while that version is still commercially available, you may call Intuit Customer Service during normal business hours at (888) 246-8848 to obtain product replacement instructions. You may obtain a replacement by sending your defective CDROM and a check for the applicable amount published by Intuit (currently twenty dollars ($20) per replacement), plus applicable taxes. .(For all orders shipped within the U.S., please add all applicable shipping and handling charges, state and local sales tax as well as tax on shipping and handling based on your shipping address); (c) If the Software was pre-installed on your computer when you bought it, or if CDROMs came packaged with your computer at no extra charge, and the Software is defective or was installed improperly, you may obtain replacement CDROMs from the company that manufactured your computer, at its option, by sending your request stating the nature of the problem, plus a copy of your dated receipt for the computer on which the Software was installed, to the manufacturer of the computer; or (d) If you obtained the Software by downloading it on your computer and the Software installed improperly, contact the provider of the download site.

(iii) If you purchased Intuit hardware in conjunction with the Software, please refer to the Limited Warranty card included with the hardware for terms of the hardware warranties and information on how to return hardware purchased as stand alone components or purchased as part of the Software hardware/software bundle.

9. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8 ABOVE, THE SOFTWARE, SERVICES AND ANY CONTENT ACCESSIBLE THROUGH THE SOFTWARE OR SERVICES ARE PROVIDED "AS-IS," AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INTUIT, ITS AFFILIATES, LICENSORS, PARTICIPATING FINANCIAL INSTITUTIONS, THIRD PARTY CONTENT OR SERVICE PROVIDERS, DEALERS AND SUPPLIERS (COLLECTIVELY "SUPPLIERS") DISCLAIM ALL GUARANTEES AND WARRANTIES, WHETHER EXPRESS OR IMPLIED OR STATUTORY, REGARDING THIS SOFTWARE, SERVICES, CONTENT, CDROMS AND RELATED MATERIALS, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, AND NONINFRINGEMENT. INTUIT DOES NOT WARRANT ANY HARDWARE OR HARDWARE INTERFACE PURCHASED OR USED IN CONJUNCTION WITH THIS SOFTWARE OR SERVICES ARE SECURE, FREE FROM BUGS, VIRUSES, THREAT OF HACKERS, INTERRUPTION OR ERRORS, OR THAT THE SOFTWARE OR SERVICES WILL MEET YOUR REQUIREMENTS. FURTHER, INTUIT DOES NOT WARRANT ACCESS TO THE INTERNET OR TO ANY OTHER SERVICE OR CONTENT OR DATA THROUGH THE SOFTWARE OR CONTINUED ACCESS TO THE TRIAL VERSION OF THE SOFTWARE OR TO THE DATA ENTERED INTO THE TRIAL VERSION OF THE SOFTWARE AFTER THE TRIAL PERIOD OF TIME IS OVER. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. IN THAT EVENT, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO SIXTY (60) DAYS FROM THE DATE OF PURCHASE OR DELIVERY OF THE SOFTWARE, AS APPLICABLE. HOWEVER, SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS AS WELL, WHICH VARY FROM STATE TO STATE.

THE SOFTWARE AND ANY RELATED SERVICES OR CONTENT ARE DESIGNED TO OPERATE AND PROVIDE INFORMATION WITH THE UNDERSTANDING THAT INTUIT AND ITS SUPPLIERS ARE NOT ENGAGED IN RENDERING LEGAL, ACCOUNTING OR OTHER PROFESSIONAL SERVICE. IF LEGAL ADVICE OR OTHER EXPERT ASSISTANCE IS REQUIRED, THE SERVICE OF A COMPETENT PROFESSIONAL SHOULD BE SOUGHT. INTUIT EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SOFTWARE WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH, GUARANTEE OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS INCLUDING BUT NOT LIMITED TO THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"), THE GRAMM-LEACH-BLILEY ACT OF 1999, THE SARBANES-OXLEY ACT OF 2002, OR OTHER FEDERAL OR STATE STATUTES OR REGULATIONS. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THIS SOFTWARE, RELATED SERVICES OR CONTENT IS IN ACCORDANCE WITH APPLICABLE LAW. IT IS YOUR

RESPONSIBILITY TO KEEP ABREAST OF CHANGES IN LAWS, REGULATIONS AND ACCOUNTING PRACTICES THAT AFFECT YOU AND YOUR BUSINESS.

All warranties or guarantees given or made by Intuit with respect to the Software (a) are solely for the benefit of you as the registered user of the Software and are not transferable, and (b) shall be null and void if you breach any term or condition of this Agreement.

10. LIMITATION OF LIABILITY AND DAMAGES. YOU AGREE THAT IN NO EVENT WILL INTUIT BE LIABLE FOR ANY LOSS, COST, LIABILITY OR DAMAGE INCURRED AS A RESULT OF YOUR RECEIPT OF OR PARTICIPATION IN THIRD PARTY SERVICES. THE ENTIRE CUMULATIVE LIABILITY OF INTUIT AND ITS SUPPLIERS FOR ANY REASON ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE SOFTWARE, UNLESS OTHERWISE SEPARATELY AGREED BY INTUIT IN WRITING. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INTUIT AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES RELATING TO LOSS OF BUSINESS, TELECOMMUNICATION FAILURES, THE LOSS, CORRUPTION OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF PROFITS OR INVESTMENT, TAX POSITIONS TAKEN BY YOU, USE OF THE SOFTWARE WITH HARDWARE OR OTHER SOFTWARE THAT DOES NOT MEET INTUIT'S SYSTEMS REQUIREMENTS OR THE LIKE, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF INTUIT, ITS SUPPLIERS OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME STATES DO NOT ALLOW THE LIMITATION AND/OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN INTUIT AND YOU. INTUIT WOULD NOT BE ABLE TO HAVE PROVIDED THIS SOFTWARE OR SERVICES WITHOUT SUCH LIMITATIONS.

11. CONSENT TO CONDUCT BUSINESS ELECTRONICALLY ("CONSENT").

(a) Consent to Electronic Communications. Intuit may be required by law to send "Communications" (as defined below) to you that may pertain to the Software, the use of information you may submit to Intuit, and the Third Party Services you choose. Additionally, certain of the Third Party Services you choose may require Communications with the third parties who administer these programs. You agree that Intuit, on behalf of itself, and others who administer such services (as applicable), may send Communications to you by email and/or may make Communications available to you by posting them at one or more of our sponsored websites, such as www.quickbooks.com. You consent to receive these Communications electronically.

The term "Communications" means any notice, record, agreement, or other type of information that is made available to you or received from you in connection with the Software and the Third Party Services.

(b) Consenting to Do Business Electronically. The decision whether to do business electronically is yours, and you should consider whether you have the required hardware and software capabilities described below. Your consent to do business electronically, and our agreement to do so, applies to this Agreement, the Software and any applicable Third Party Services.

(c) Communication Requirements. In order to access and retain an electronic record of Communications, you will need: a computer, a monitor, a connection to an Internet service provider, an Internet browser software that supports 128-bit encryption, and an e-mail address. By selecting the "I accept the terms of the license agreements" button and accepting this Agreement, you are confirming to us that you have each of these and the means to access, and to print or download, Communications.   We do not provide ISP services. You must have your own Internet service provider.

(d) Withdrawal of Consent. If you later decide that you do not want to receive future Communications electronically, write to us at QuickBooks Customer Service, Intuit Inc, 2800 East Commerce Center Place Tucson, AZ 85706. Clearly state your desire to withdraw consent of electronic communication. If you withdraw your consent to receive Communications electronically, we may terminate your use of the Software and Third Party Services.

(e) Changes to Your Email Address. In order to provide you with the Communications, you agree to notify us promptly of any change in your email address. You can do so by logging on to https://privacy.intuit.com/cpi/do/comments and following the instructions to submit a comment to Intuit (please include both your old and new email addresses).

12. MISCELLANEOUS. Except as expressly set forth in this Agreement, this Agreement is a complete statement of the agreement between you and Intuit and sets forth the entire liability of Intuit and its Suppliers and your exclusive remedy with respect to the Software, Services and their use. The Suppliers, agents, employees, distributors, and dealers of Intuit are not authorized to make modifications to this Agreement, or to make any additional representations, commitments, or warranties binding on Intuit. Any waiver of the terms herein by Intuit must be in a writing signed by an authorized officer of Intuit and expressly referencing the applicable provisions of this Agreement. If any provision of this Agreement is invalid or unenforceable under applicable law, then it shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. This Agreement will be governed by California law as applied to agreements entered into and to be performed entirely within California, without regard to its choice of law or conflicts of law principles that would require the application of law of a different jurisdiction, and applicable federal law. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. The parties hereby consent to the exclusive jurisdiction and venue in the state courts in Santa Clara County, California or federal court for the Northern District of California. Headings are included for convenience only, and shall not be considered in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to." This Agreement does not limit any rights that Intuit may have under trade secret, copyright, patent or other laws.

13. TERMINATION AND AMENDMENT. Your rights under this Agreement may be terminated by Intuit immediately and without notice if you fail to comply with any term or condition of this Agreement. Upon such termination, you must immediately cease using the Software and any Service, and delete or destroy all complete and partial copies of the Software, including all backup copies. Any termination of this Agreement shall not affect Intuit's rights hereunder. Intuit shall have the right to change or add to the terms of its Agreement at any time (provided that it is not Intuit's intent that such change substantially affect the license rights granted to you in Section 1 and for which consideration was paid by you), and to change, delete, discontinue, or impose conditions on any feature or aspect of the Software or services (including but not limited to internet based services, pricing, technical support options, and other product-related policies) upon notice by any means Intuit determines in its discretion to be reasonable, including sending you an email notification or posting information concerning any such change, addition, deletion, discontinuance or conditions in the Software or on any Intuit sponsored web site, including www.quickbooks.com.

The Software is subject to Intuit's discontinuation policy and Intuit reserves the right to discontinue all support for the Intuit Software, and/or for any features, online or other services or content accessible through the Software in accordance with its current discontinuation policy. If the Software offers services that require a connection to an Intuit server (including Internet-based services), such as downloading financial data from a participating bank, credit union, credit card, brokerage, mutual fund accounts, online bill paying, and downloading stock/fund quotes and news, such services may expire in accordance with Intuit's current discontinuation policy.

Intuit's current discontinuation policy is to provide support for the Software and for online and other services or content accessible through the Intuit Software for the most current version of the Software

plus the prior two years' versions . More information about the discontinuation policy relating to the Intuit Software is available at www.quickbooks.com.

14. U.S. GOVERNMENT. The Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), all U.S. Government End Users acquire the Software with only those rights set forth herein.

15. EXPORT RESTRICTIONS. You acknowledge that this software is subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export this product, directly or indirectly, to: (1) any countries that are subject to US export restrictions; (2) any end user who has been prohibited from participating in US export transactions by any federal agency of the US government; or (3) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that this product may include technical data subject to export and re-export restrictions imposed by US law.

16. THIRD PARTY NOTICES.]The Software contains Adobe® Flash® Player software by Adobe Systems Incorporated, Copyright © 1995-2006 Adobe Macromedia Software LLC. All rights reserved. Adobe and Flash are trademarks of Adobe Systems Incorporated.

Copyright © 2008 Intuit Inc. All rights reserved.
Intuit Inc.
P. O. Box 7850
Mountain View, CA 94039-7850

EXHIBIT A

Additional Third Party Software Licensing Terms

The Software contains components licensed by third parties and subject to the terms of the GNU LESSER GENERAL PUBLIC LICENSE, which follow below. Such components and their licensors are JDIC (from Sun Microsystems), SwingX (from Swinglabs.org), JasperReports (from JasperForge.org), and JBoss AOP (from JBoss.org).

GNU GENERAL PUBLIC LICENSE - Version 3, 29 June 2007

Preamble

  The GNU General Public License is a free, copyleft license for software and other kinds of works.

  The licenses for most software and other practical works are designed to take away your freedom to share and change the works. By contrast, the GNU General Public License is intended to guarantee your freedom to share and change all versions of a program--to make sure it remains free software for all its users. We, the Free Software Foundation, use the GNU General Public License for most of our software; it applies also to any other work released this way by its authors. You can apply it to your programs, too.

  When we speak of free software, we are referring to freedom, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for them if you wish), that you receive source code or can get it if you want it, that you can change the software or use pieces of it in new free programs, and that you know you can do these things.

To protect your rights, we need to prevent others from denying you these rights or asking you to surrender the rights. Therefore, you have certain responsibilities if you distribute copies of the software, or if you modify it: responsibilities to respect the freedom of others.

For example, if you distribute copies of such a program, whether gratis or for a fee, you must pass on to the recipients the same freedoms that you received. You must make sure that they, too, receive or can get the source code. And you must show them these terms so they know their rights.

Developers that use the GNU GPL protect your rights with two steps: (1) assert copyright on the software, and (2) offer you this License giving you legal permission to copy, distribute and/or modify it.

For the developers' and authors' protection, the GPL clearly explains that there is no warranty for this free software. For both users' and authors' sake, the GPL requires that modified versions be marked as changed, so that their problems will not be attributed erroneously to authors of previous versions.

Some devices are designed to deny users access to install or run modified versions of the software inside them, although the manufacturer can do so. This is fundamentally incompatible with the aim of protecting users' freedom to change the software. The systematic pattern of such abuse occurs in the area of products for individuals to use, which is precisely where it is most unacceptable. Therefore, we have designed this version of the GPL to prohibit the practice for those products. If such problems arise substantially in other domains, we stand ready to extend this provision to those domains in future versions of the GPL, as needed to protect the freedom of users.

Finally, every program is threatened constantly by software patents. States should not allow patents to restrict development and use of software on general-purpose computers, but in those that do, we wish to avoid the special danger that patents applied to a free program could make it effectively proprietary. To prevent this, the GPL assures that patents cannot be used to render the program non-free.

The precise terms and conditions for copying, distribution and modification follow.

TERMS AND CONDITIONS

0. Definitions.

"This License" refers to version 3 of the GNU General Public License.

"Copyright" also means copyright-like laws that apply to other kinds of works, such as semiconductor masks.

"The Program" refers to any copyrightable work licensed under this License. Each licensee is addressed as "you". "Licensees" and "recipients" may be individuals or organizations.

To "modify" a work means to copy from or adapt all or part of the work in a fashion requiring copyright permission, other than the making of an exact copy. The resulting work is called a "modified version" of the earlier work or a work "based on" the earlier work.

A "covered work" means either the unmodified Program or a work based on the Program.

To "propagate" a work means to do anything with it that, without permission, would make you directly or secondarily liable for infringement under applicable copyright law, except executing it on a computer or modifying a private copy. Propagation includes copying, distribution (with or without modification), making available to the public, and in some countries other activities as well.

To "convey" a work means any kind of propagation that enables other parties to make or receive copies. Mere interaction with a user through a computer network, with no transfer of a copy, is not conveying.

An interactive user interface displays "Appropriate Legal Notices" to the extent that it includes a convenient and prominently visible feature that (1) displays an appropriate copyright notice, and (2) tells the user that there is no warranty for the work (except to the extent that warranties are provided), that licensees may convey the work under this License, and how to view a copy of this License. If the interface presents a list of user commands or options, such as a menu, a prominent item in the list meets this criterion.

1. Source Code.

The "source code" for a work means the preferred form of the work for making modifications to it. "Object code" means any non-source form of a work.

A "Standard Interface" means an interface that either is an official standard defined by a recognized standards body, or, in the case of interfaces specified for a particular programming language, one that is widely used among developers working in that language.

The "System Libraries" of an executable work include anything, other than the work as a whole, that (a) is included in the normal form of packaging a Major Component, but which is not part of that Major Component, and (b) serves only to enable use of the work with that Major Component, or to implement a Standard Interface for which an implementation is available to the public in source code form. A "Major Component", in this context, means a major essential component (kernel, window system, and so on) of the specific operating system (if any) on which the executable work runs, or a compiler used to produce the work, or an object code interpreter used to run it.

The "Corresponding Source" for a work in object code form means all the source code needed to generate, install, and (for an executable work) run the object code and to modify the work, including scripts to control those activities. However, it does not include the work's System Libraries, or general-purpose tools or generally available free programs which are used unmodified in performing those activities but which are not part of the work. For example, Corresponding Source includes interface definition files associated with source files for the work, and the source code for shared libraries and dynamically linked subprograms that the work is specifically designed to require, such as by intimate data communication or control flow between those subprograms and other parts of the work.

The Corresponding Source need not include anything that users can regenerate automatically from other parts of the Corresponding Source.

The Corresponding Source for a work in source code form is that same work.

2. Basic Permissions.

All rights granted under this License are granted for the term of copyright on the Program, and are irrevocable provided the stated conditions are met. This License explicitly affirms your unlimited permission to run the unmodified Program. The output from running a covered work is covered by this License only if the output, given its content, constitutes a covered work. This License acknowledges your rights of fair use or other equivalent, as provided by copyright law.

You may make, run and propagate covered works that you do not convey, without conditions so long as your license otherwise remains in force. You may convey covered works to others for the sole purpose of having them make modifications exclusively for you, or provide you with facilities for running those works, provided that you comply with the terms of this License in conveying all material for which you do not control copyright. Those thus making or running the covered works for you must do so exclusively on your behalf, under your direction and control, on terms that prohibit them from making any copies of your copyrighted material outside their relationship with you.

Conveying under any other circumstances is permitted solely under the conditions stated below. Sublicensing is not allowed; section 10 makes it unnecessary.

3. Protecting Users' Legal Rights From Anti-Circumvention Law.

  No covered work shall be deemed part of an effective technological measure under any applicable law fulfilling obligations under article 11 of the WIPO copyright treaty adopted on 20 December 1996, or similar laws prohibiting or restricting circumvention of such measures.

  When you convey a covered work, you waive any legal power to forbid circumvention of technological measures to the extent such circumvention is effected by exercising rights under this License with respect to the covered work, and you disclaim any intention to limit operation or modification of the work as a means of enforcing, against the work's users, your or third parties' legal rights to forbid circumvention of technological measures.

  4. Conveying Verbatim Copies.

  You may convey verbatim copies of the Program's source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice; keep intact all notices stating that this License and any non-permissive terms added in accord with section 7 apply to the code; keep intact all notices of the absence of any warranty; and give all recipients a copy of this License along with the Program.

  You may charge any price or no price for each copy that you convey, and you may offer support or warranty protection for a fee.

  5. Conveying Modified Source Versions.

  You may convey a work based on the Program, or the modifications to produce it from the Program, in the form of source code under the terms of section 4, provided that you also meet all of these conditions:

    a) The work must carry prominent notices stating that you modified it, and giving a relevant date.

    b) The work must carry prominent notices stating that it is released under this License and any conditions added under section 7. This requirement modifies the requirement in section 4 to "keep intact all notices".

    c) You must license the entire work, as a whole, under this License to anyone who comes into possession of a copy. This License will therefore apply, along with any applicable section 7 additional terms, to the whole of the work, and all its parts, regardless of how they are packaged. This License gives no permission to license the work in any other way, but it does not invalidate such permission if you have separately received it.

    d) If the work has interactive user interfaces, each must display Appropriate Legal Notices; however, if the Program has interactive interfaces that do not display Appropriate Legal Notices, your work need not make them do so.

  A compilation of a covered work with other separate and independent works, which are not by their nature extensions of the covered work,and which are not combined with it such as to form a larger program, in or on a volume of a storage or distribution medium, is called an "aggregate" if the compilation and its resulting copyright are not used to limit the access or legal rights of the compilation's users beyond what the individual works permit. Inclusion of a covered work in an aggregate does not cause this License to apply to the other parts of the aggregate.

  6. Conveying Non-Source Forms.

You may convey a covered work in object code form under the terms of sections 4 and 5, provided that you also convey the machine-readable Corresponding Source under the terms of this License, in one of these ways:

  a) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by the Corresponding Source fixed on a durable physical medium customarily used for software interchange.

  b) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by a written offer, valid for at least three years and valid for as long as you offer spare parts or customer support for that product model, to give anyone who possesses the object code either (1) a copy of the Corresponding Source for all the software in the product that is covered by this License, on a durable physical   medium customarily used for software interchange, for a price no more than your reasonable cost of physically performing this conveying of source, or (2) access to copy the Corresponding Source from a network server at no charge.

  c) Convey individual copies of the object code with a copy of the written offer to provide the Corresponding Source. This alternative is allowed only occasionally and noncommercially, and only if you received the object code with such an offer, in accord with subsection 6b.

  d) Convey the object code by offering access from a designated place (gratis or for a charge), and offer equivalent access to the Corresponding Source in the same way through the same place at no further charge. You need not require recipients to copy the Corresponding Source along with the object code. If the place to copy the object code is a network server, the Corresponding Source may be on a different server (operated by you or a third party) that supports equivalent copying facilities, provided you maintain clear directions next to the object code saying where to find the Corresponding Source. Regardless of what server hosts the Corresponding Source, you remain obligated to ensure that it is available for as long as needed to satisfy these requirements.

  e) Convey the object code using peer-to-peer transmission, provided you inform other peers where the object code and Corresponding Source of the work are being offered to the general public at no charge under subsection 6d.

 A separable portion of the object code, whose source code is excluded from the Corresponding Source as a System Library, need not be included in conveying the object code work.

 A "User Product" is either (1) a "consumer product", which means any tangible personal property which is normally used for personal, family, or household purposes, or (2) anything designed or sold for incorporation into a dwelling. In determining whether a product is a consumer product, doubtful cases shall be resolved in favor of coverage. For a particular product received by a particular user, "normally used" refers to a typical or common use of that class of product, regardless of the status of the particular user or of the way in which the particular user actually uses, or expects or is expected to use, the product. A product is a consumer product regardless of whether the product has substantial commercial, industrial or non-consumer uses, unless such uses represent the only significant mode of use of the product.

  "Installation Information" for a User Product means any methods, procedures, authorization keys, or other information required to install and execute modified versions of a covered work in that User Product from a modified version of its Corresponding Source. The information must suffice to ensure that the continued functioning of the modified object code is in no case prevented or interfered with solely because modification has been made.

  If you convey an object code work under this section in, or with, or specifically for use in, a User Product, and the conveying occurs as part of a transaction in which the right of possession and use of the User Product is transferred to the recipient in perpetuity or for a fixed term (regardless of how the transaction is characterized), the Corresponding Source conveyed under this section must be accompanied by the Installation Information. But this requirement does not apply if neither you nor any third party retains the

ability to install modified object code on the User Product (for example, the work has been installed in ROM).

The requirement to provide Installation Information does not include a requirement to continue to provide support service, warranty, or updates for a work that has been modified or installed by the recipient, or for the User Product in which it has been modified or installed. Access to a network may be denied when the modification itself materially and adversely affects the operation of the network or violates the rules and protocols for communication across the network.

Corresponding Source conveyed, and Installation Information provided, in accord with this section must be in a format that is publicly documented (and with an implementation available to the public in source code form), and must require no special password or key for unpacking, reading or copying.

7. Additional Terms.

"Additional permissions" are terms that supplement the terms of this License by making exceptions from one or more of its conditions. Additional permissions that are applicable to the entire Program shall be treated as though they were included in this License, to the extent that they are valid under applicable law. If additional permissions apply only to part of the Program, that part may be used separately under those permissions, but the entire Program remains governed by this License without regard to the additional permissions.

When you convey a copy of a covered work, you may at your option remove any additional permissions from that copy, or from any part of it. (Additional permissions may be written to require their own removal in certain cases when you modify the work.) You may place additional permissions on material, added by you to a covered work,for which you have or can give appropriate copyright permission.

Notwithstanding any other provision of this License, for material you add to a covered work, you may (if authorized by the copyright holders of that material) supplement the terms of this License with terms:

a) Disclaiming warranty or limiting liability differently from the terms of sections 15 and 16 of this License; or

b) Requiring preservation of specified reasonable legal notices or author attributions in that material or in the Appropriate Legal Notices displayed by works containing it; or

c) Prohibiting misrepresentation of the origin of that material, or requiring that modified versions of such material be marked in reasonable ways as different from the original version; or

d) Limiting the use for publicity purposes of names of licensors or authors of the material; or

e) Declining to grant rights under trademark law for use of some trade names, trademarks, or service marks; or

f) Requiring indemnification of licensors and authors of that material by anyone who conveys the material (or modified versions of it) with contractual assumptions of liability to the recipient, for any liability that these contractual assumptions directly impose on those licensors and authors.

All other non-permissive additional terms are considered "further restrictions" within the meaning of section 10. If the Program as you received it, or any part of it, contains a notice stating that it is governed by this License along with a term that is a further restriction, you may remove that term. If a license document contains a further restriction but permits relicensing or conveying under this License, you may add to a covered work material governed by the terms of that license document, provided that the further restriction does not survive such relicensing or conveying.

If you add terms to a covered work in accord with this section, you must place, in the relevant source files, a statement of the additional terms that apply to those files, or a notice indicating where to find the applicable terms.

Additional terms, permissive or non-permissive, may be stated in the form of a separately written license, or stated as exceptions; the above requirements apply either way.

8. Termination.

You may not propagate or modify a covered work except as expressly provided under this License. Any attempt otherwise to propagate or modify it is void, and will automatically terminate your rights under this License (including any patent licenses granted under the third paragraph of section 11).

However, if you cease all violation of this License, then your license from a particular copyright holder is reinstated (a) provisionally, unless and until the copyright holder explicitly and finally terminates your license, and (b) permanently, if the copyright holder fails to notify you of the violation by some reasonable means prior to 60 days after the cessation.

Moreover, your license from a particular copyright holder is reinstated permanently if the copyright holder notifies you of the violation by some reasonable means, this is the first time you have received notice of violation of this License (for any work) from that copyright holder, and you cure the violation prior to 30 days after your receipt of the notice.

Termination of your rights under this section does not terminate the licenses of parties who have received copies or rights from you under this License. If your rights have been terminated and not permanently reinstated, you do not qualify to receive new licenses for the same material under section 10.

9. Acceptance Not Required for Having Copies.

You are not required to accept this License in order to receive or run a copy of the Program. Ancillary propagation of a covered work occurring solely as a consequence of using peer-to-peer transmission to receive a copy likewise does not require acceptance. However, nothing other than this License grants you permission to propagate or modify any covered work. These actions infringe copyright if you do not accept this License. Therefore, by modifying or propagating a covered work, you indicate your acceptance of this License to do so.

10. Automatic Licensing of Downstream Recipients.

Each time you convey a covered work, the recipient automatically receives a license from the original licensors, to run, modify and propagate that work, subject to this License. You are not responsible for enforcing compliance by third parties with this License.

An "entity transaction" is a transaction transferring control of an organization, or substantially all assets of one, or subdividing an organization, or merging organizations. If propagation of a covered work results from an entity transaction, each party to that transaction who receives a copy of the work also receives whatever licenses to the work the party's predecessor in interest had or could give under the previous paragraph, plus a right to possession of the Corresponding Source of the work from the predecessor in interest, if the predecessor has it or can get it with reasonable efforts.

You may not impose any further restrictions on the exercise of the rights granted or affirmed under this License. For example, you may not impose a license fee, royalty, or other charge for exercise of rights granted under this License, and you may not initiate litigation (including a cross-claim or counterclaim in a lawsuit) alleging that any patent claim is infringed by making, using, selling, offering for sale, or importing the Program or any portion of it.

11. Patents.

A "contributor" is a copyright holder who authorizes use under this License of the Program or a work on which the Program is based. The work thus licensed is called the contributor's "contributor version".

A contributor's "essential patent claims" are all patent claims owned or controlled by the contributor, whether already acquired or hereafter acquired, that would be infringed by some manner, permitted by this License, of making, using, or selling its contributor version, but do not include claims that would be infringed only as a consequence of further modification of the contributor version. For purposes of this definition, "control" includes the right to grant patent sublicenses in a manner consistent with the requirements of this License.

Each contributor grants you a non-exclusive, worldwide, royalty-free patent license under the contributor's essential patent claims, to make, use, sell, offer for sale, import and otherwise run, modify and propagate the contents of its contributor version.

In the following three paragraphs, a "patent license" is any express agreement or commitment, however denominated, not to enforce a patent (such as an express permission to practice a patent or covenant not to sue for patent infringement). To "grant" such a patent license to a party means to make such an agreement or commitment not to enforce a patent against the party.

If you convey a covered work, knowingly relying on a patent license, and the Corresponding Source of the work is not available for anyone to copy, free of charge and under the terms of this License, through a publicly available network server or other readily accessible means, then you must either (1) cause the Corresponding Source to be so available, or (2) arrange to deprive yourself of the benefit of the patent license for this particular work, or (3) arrange, in a manner consistent with the requirements of this License, to extend the patent license to downstream recipients. "Knowingly relying" means you have actual knowledge that, but for the patent license, your conveying the covered work in a country, or your recipient's use of the covered work in a country, would infringe one or more identifiable patents in that country that you have reason to believe are valid.

If, pursuant to or in connection with a single transaction or arrangement, you convey, or propagate by procuring conveyance of, a covered work, and grant a patent license to some of the parties receiving the covered work authorizing them to use, propagate, modify or convey a specific copy of the covered work, then the patent license you grant is automatically extended to all recipients of the covered work and works based on it.

A patent license is "discriminatory" if it does not include within the scope of its coverage, prohibits the exercise of, or is conditioned on the non-exercise of one or more of the rights that are specifically granted under this License. You may not convey a covered work if you are a party to an arrangement with a third party that is in the business of distributing software, under which you make payment to the third party based on the extent of your activity of conveying the work, and under which the third party grants, to any of the parties who would receive the covered work from you, a discriminatory patent license (a) in connection with copies of the covered work conveyed by you (or copies made from those copies), or (b) primarily for and in connection with specific products or compilations that contain the covered work, unless you entered into that arrangement, or that patent license was granted, prior to 28 March 2007.

Nothing in this License shall be construed as excluding or limiting any implied license or other defenses to infringement that may otherwise be available to you under applicable patent law.

12. No Surrender of Others' Freedom.

If conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot convey a covered work so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not convey it at all. For example, if you agree to

terms that obligate you to collect a royalty for further conveying from those to whom you convey the Program, the only way you could satisfy both those terms and this License would be to refrain entirely from conveying the Program.

  13. Use with the GNU Affero General Public License.

  Notwithstanding any other provision of this License, you have permission to link or combine any covered work with a work licensed under version 3 of the GNU Affero General Public License into a single combined work, and to convey the resulting work. The terms of this License will continue to apply to the part which is the covered work, but the special requirements of the GNU Affero General Public License, section 13, concerning interaction through a network will apply to the combination as such.

  14. Revised Versions of this License.

  The Free Software Foundation may publish revised and/or new versions of the GNU General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

  Each version is given a distinguishing version number. If the Program specifies that a certain numbered version of the GNU General Public License "or any later version" applies to it, you have the option of following the terms and conditions either of that numbered version or of any later version published by the Free Software Foundation. If the Program does not specify a version number of the GNU General Public License, you may choose any version ever published by the Free Software Foundation.

  If the Program specifies that a proxy can decide which future versions of the GNU General Public License can be used, that proxy's public statement of acceptance of a version permanently authorizes you to choose that version for the Program.

  Later license versions may give you additional or different permissions. However, no additional obligations are imposed on any author or copyright holder as a result of your choosing to follow a later version.

  15. Disclaimer of Warranty.

  THERE IS NO WARRANTY FOR THE PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE PROGRAM "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

  16. Limitation of Liability.

  IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MODIFIES AND/OR CONVEYS THE PROGRAM AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE PROGRAM TO OPERATE WITH ANY OTHER PROGRAMS), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

  17. Interpretation of Sections 15 and 16.

If the disclaimer of warranty and limitation of liability provided above cannot be given local legal effect according to their terms, reviewing courts shall apply local law that most closely approximates an absolute waiver of all civil liability in connection with the Program, unless a warranty or assumption of liability accompanies a copy of the Program in return for a fee.

GNU LESSER GENERAL PUBLIC LICENSE - Version 3, 29 June 2007

This version of the GNU Lesser General Public License incorporates the terms and conditions of version 3 of the GNU General Public License, supplemented by the additional permissions listed below.

  0. Additional Definitions.

  As used herein, "this License" refers to version 3 of the GNU Lesser General Public License, and the "GNU GPL" refers to version 3 of the GNU General Public License.

  "The Library" refers to a covered work governed by this License, other than an Application or a Combined Work as defined below.

  An "Application" is any work that makes use of an interface provided by the Library, but which is not otherwise based on the Library. Defining a subclass of a class defined by the Library is deemed a mode of using an interface provided by the Library.

  A "Combined Work" is a work produced by combining or linking an Application with the Library. The particular version of the Library with which the Combined Work was made is also called the "Linked Version".

  The "Minimal Corresponding Source" for a Combined Work means the Corresponding Source for the Combined Work, excluding any source code for portions of the Combined Work that, considered in isolation, are based on the Application, and not on the Linked Version.

  The "Corresponding Application Code" for a Combined Work means the object code and/or source code for the Application, including any data and utility programs needed for reproducing the Combined Work from the Application, but excluding the System Libraries of the Combined Work.

  1. Exception to Section 3 of the GNU GPL.

  You may convey a covered work under sections 3 and 4 of this License without being bound by section 3 of the GNU GPL.

  2. Conveying Modified Versions.

  If you modify a copy of the Library, and, in your modifications, a facility refers to a function or data to be supplied by an Application that uses the facility (other than as an argument passed when the facility is invoked), then you may convey a copy of the modified version:

   a) under this License, provided that you make a good faith effort to ensure that, in the event an Application does not supply the function or data, the facility still operates, and performs whatever part of its purpose remains meaningful, or

   b) under the GNU GPL, with none of the additional permissions of this License applicable to that copy.

  3. Object Code Incorporating Material from Library Header Files.

  The object code form of an Application may incorporate material from a header file that is part of the Library. You may convey such object code under terms of your choice, provided that, if the incorporated

material is not limited to numerical parameters, data structure layouts and accessors, or small macros, inline functions and templates (ten or fewer lines in length), you do both of the following:

   a) Give prominent notice with each copy of the object code that the Library is used in it and that the Library and its use are covered by this License.

   b) Accompany the object code with a copy of the GNU GPL and this license document.

  4. Combined Works.

  You may convey a Combined Work under terms of your choice that, taken together, effectively do not restrict modification of the portions of the Library contained in the Combined Work and reverse engineering for debugging such modifications, if you also do each of
the following:

   a) Give prominent notice with each copy of the Combined Work that the Library is used in it and that the Library and its use are covered by this License.

   b) Accompany the Combined Work with a copy of the GNU GPL and this license document.

   c) For a Combined Work that displays copyright notices during execution, include the copyright notice for the Library among these notices, as well as a reference directing the user to the copies of the GNU GPL and this license document.

   d) Do one of the following:

      0) Convey the Minimal Corresponding Source under the terms of this License, and the Corresponding Application Code in a form suitable for, and under terms that permit, the user to recombine or relink the Application with a modified version of the Linked Version to produce a modified Combined Work, in the manner specified by section 6 of the GNU GPL for conveying Corresponding Source.

      1) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (a) uses at run time a copy of the Library already present on the user's computer system, and (b) will operate properly with a modified version of the Library that is interface-compatible with the Linked Version.

   e) Provide Installation Information, but only if you would otherwise be required to provide such information under section 6 of the GNU GPL, and only to the extent that such information is necessary to install and execute a modified version of the Combined Work produced by recombining or relinking the Application with a modified version of the Linked Version. (If you use option 4d0, the Installation Information must accompany the Minimal Corresponding Source and Corresponding Application Code. If you use option 4d1, you must provide the Installation Information in the manner specified by section 6 of the GNU GPL for conveying Corresponding Source.)

  5. Combined Libraries.

  You may place library facilities that are a work based on the Library side by side in a single library together with other library facilities that are not Applications and are not covered by this License, and convey such a combined library under terms of your choice, if you do both of the following:

   a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities, conveyed under the terms of this License.

   b) Give prominent notice with the combined library that part of it is a work based on the Library, and explaining where to find the accompanying uncombined form of the same work.

6. Revised Versions of the GNU Lesser General Public License.

  The Free Software Foundation may publish revised and/or new versions of the GNU Lesser General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

  Each version is given a distinguishing version number. If the Library as you received it specifies that a certain numbered version of the GNU Lesser General Public License "or any later version" applies to it, you have the option of following the terms and conditions either of that published version or of any later version published by the Free Software Foundation. If the Library as you received it does not specify a version number of the GNU Lesser General Public License, you may choose any version of the GNU Lesser General Public License ever published by the Free Software Foundation.

  If the Library as you received it specifies that a proxy can decide whether future versions of the GNU Lesser General Public License shall apply, that proxy's public statement of acceptance of any version is permanent authorization for you to choose that version for the Library.