

ScriptOrganizer™ License Agreement

Carefully READ THE FOLLOWING terms and conditions BEFORE USING, OR CONTINUING TO USE, ScriptOrganizer.

IF YOU USE THE SOFTWARE for any purpose, YOU THEREBY INDICATE THAT YOU AGREE TO BE BOUND BY THIS AGREEMENT and this Agreement becomes legally binding between You and New Millennium Communications, Inc., the publisher of the ScriptOrganizer software.

IF YOU DO NOT AGREE with the terms and conditions of this Agreement, DO NOT USE THE SOFTWARE.

Under this Agreement, New Millennium Communications, Inc. has made computer software available, including but not limited to FileMaker Pro database files and a FileMaker Pro plug-in and a text file, all of which collectively and severally, in whole and in part, is referred to as "ScriptOrganizer" in this Agreement.

ScriptOrganizer is also referred to as "the Software" in this Agreement.

In this Agreement, "You" refers to the person, firm, company, or other entity downloading or using the Software.

AUTHORITY TO ENTER THIS AGREEMENT

You represent that YOU HAVE THE LEGAL AUTHORITY to enter into this Agreement.

CONDITIONS OF USE

You understand that the Software is being supplied initially for the purpose of evaluating its usefulness to You, however, this Agreement becomes binding upon You when You download and use the Software.

You understand that manipulation of scripts is a serious matter which has inherent risks, and which conveys responsibility to You for being undertaken with diligence and care. You understand and agree that it is essential to make and keep BACKUP copies of any files, prior to altering them with ScriptOrganizer.

LIMITED LICENSE

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 - b. transfer the Software and registration code together with this license to another party on the condition that the other party reads and agrees to accept the terms and conditions of this Agreement and that party agrees to refrain from further transfer for at least 30 days (when You transfer to another party, the registration fee paid is deemed to be transferred to the other party's credit, therefore if You transfer every registration fee paid, You must cease using and promptly destroy all untransferred copies of the Software in its entirety); and
 - c. make such modifications to the Software as may be approved in writing, prior to making said modifications, by New Millennium Communications, Inc.

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- b. Decompile, recompile, reverse engineer, disassemble, or use any other technique to produce a human perceivable form of the Software; or
- c. Use the Software in a computer service business, network timesharing, interactive, cable television, multiple CPU, or multiple user arrangement with users who are not individually licensed by New Millennium Communications, Inc.

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6. YOU ASSUME ANY AND ALL RISKS OF installing and USING THE SOFTWARE and are responsible for selecting the Software to achieve your intended results, and the results actually obtained from the Software. You acknowledge that New Millennium Communications, Inc. is not liable if the Software does not meet your requirements, or will not operate free of errors or interruptions, or will not function in

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7. To protect from any operation or failure of the Software, You will maintain and keep safe adequate backup copies of all information that may be accessible to the Software when it is in use, including without limitation software and data.

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9. YOU AGREE THAT THERE ARE NO WARRANTIES or representations that the Software will correctly process data, including but not limited to the storage, search, sorting, display, and printing of numbers, dates, times, text, graphics, and other forms of data.

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12. HAVING REVIEWED THE LAWS OF YOUR STATE OR PROVINCE, YOU AGREE THAT New Millennium Communications, Inc.'s entire liability and YOUR EXCLUSIVE REMEDY FOR DAMAGES, claims, costs, losses of any kind or any other cause, including but not limited to liability for any fundamental breach of this agreement or for patent or copyright infringement, and REGARDLESS OF THE FORM OF ACTION, WILL BE LIMITED TO the greater of \$50.00 (fifty dollars) or the payment received by New Millennium Communications, Inc. from You for the use of the Software. In no event will the liability of New Millennium Communications, Inc. or its employees, agents, dealers or suppliers exceed this amount.

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EXPORT RESTRICTIONS

14. You agree that neither the Software nor any direct product thereof is being or will be shipped, transferred or re-exported, directly or indirectly, into any country prohibited by the United States Export Administration Act and the regulations thereunder or will be used for any purpose prohibited by the Act.

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15. The Software is a proprietary product of New Millennium Communications, Inc., and is copyright by Sigma Seven Systems Ltd. The Software is protected by copyright laws of the United States, Canada and other Berne Convention treaty countries and provisions. All rights are reserved. Title to any copy, modification or portion of the Software, shall at all times remain with New Millennium Communications, Inc. and Sigma Seven Systems Ltd. Title to the FileMaker Pro application software shall at all times remain with FileMaker, Inc., and their subsidiaries and licensors. Title to the scripts and other data and metadata in your software files shall at all times remain with You.

16. You agree that the Software contains trade secrets and information confidential to New Millennium Communications, Inc. and Sigma Seven Systems Ltd., and their subsidiaries and licensors, and You agree to take all reasonable steps to protect its copyright and confidentiality.

17. You agree You are not the owner of the Software and that New Millennium Communications, Inc. has the exclusive right to license ScriptOrganizer to You. As licensee, You own the media upon which the Software is recorded and are entitled to use the Software, but New Millennium Communications, Inc., and its subsidiaries and licensors, retain title and ownership of the original Software and all subsequent copies. This Agreement is not a sale of the Software or of any copy. Except as permitted in this Agreement, You are not allowed to make any modifications to, or create derivative works from the Software, including but not limited to executable, help, installation, and readme files.

18. You may not remove any proprietary notices that are provided with the Software, including without limitation, trademarks and copyright notices.

TERMINATION

19. You may terminate this Agreement at any time by destroying the Software and documentation in their entirety, together with all copies in any form.

20. IF YOU DO ANY OF THE ITEMS ENUMERATED IN PARAGRAPH 3, OR IF YOU FAIL TO COMPLY WITH ANY OTHER TERM OR CONDITION OF THIS AGREEMENT, THIS AGREEMENT IS AUTOMATICALLY TERMINATED. Such termination shall be in addition to and not in lieu of any criminal, civil or other remedies available to New Millennium Communications, Inc. Upon any such termination, You agree promptly to destroy your copies of the Software and its documentation, regardless of the form they are stored in, and upon request to provide New Millennium Communications, Inc. with certification of such destruction.

GENERAL PROVISIONS

21. New Millennium Communications, Inc. reserves the right to revise the Software, its documentation and this Agreement and to make changes therein from time to time without any obligation on the part of New Millennium Communications, Inc. to notify You or any other entity of such changes or revisions.

22. The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provisions of this Agreement.

23. Any waiver by New Millennium Communications, Inc., whether express or implied, of any breach of any term, condition or provision of this Agreement, shall not be construed to be a continuing waiver or consent to any subsequent breach by You or any other entity.

24. If any provision of this Agreement as applied to either party or any circumstances shall be adjudged by a court to be void and unenforceable, such shall in no way affect any other provision of this Agreement, the application of such provision in any other circumstance, or the validity or enforceability of the remainder of this Agreement.

25. You acknowledge that You have read this Agreement, and agree to be bound by its terms and conditions. You also agree that:

a. This is the complete statement of the Agreement between the parties and it supersedes any proposal or prior agreement, oral or written, or other communications between us relating to the subject matter of this Agreement.

b. Submission of a purchase order to, or acceptance of a payment by, New Millennium Communications, Inc. or its agent does not constitute the acceptance by New Millennium Communications, Inc. of any modification to this Agreement which may accompany or be set forth in the purchase order or payment.

c. No person is authorized to make any verbal or written modification concerning this Agreement and/or the Software, and New Millennium Communications, Inc. disclaims any responsibility for any such claims. Modifications to this Agreement are invalid unless executed in writing by New Millennium Communications, Inc.'s authorized signatory.

d. By downloading or using the Software, You agree to the terms and conditions of this Agreement without any further acceptance required.

If you have any questions about this Agreement, write to: New Millennium Communications, Inc., by email: plug-ins@nmci.com.