## AUTOMATIONDIRECT.COM END USER LICENSE

## AGREEMENT FOR the SL-SOFT SOLO CONFIGURATION SOFTWARE

IMPORTANT: Before using this software you should carefully read this agreement. The enclosed SL-SOFT SOLO CONFIGURATION SOFTWARE computer software program (the "Software") is the property of Automationdirect.com, Inc. or its suppliers. Before downloading, installing, copying, accessing or otherwise using this package, carefully read this Agreement. If you do not accept the terms and conditions of this Agreement, you should not install the downloaded version and/or return the enclosed Software and any accompanying items (including any manuals, release notes, binders, etc.), to Automationdirect.com for a full refund.

1. LICENSE: SL-SOFT SOLO CONFIGURATION SOFTWARE is subject to the terms and conditions of this Agreement, when you install this software, Automationdirect.com grants you and you accept a nonexclusive license to use SL-SOFT SOLO CONFIGURATION SOFTWARE which you obtain from Automationdirect.com. SL-SOFT SOLO CONFIGURATION SOFTWARE is a free software. You may use the software for any personal, commercial or educational purpose including installing on as many computers as you wish. Any fees paid to Automationdirect.com are for the creation of the media in which the software was delivered, shipping and handling. If SL-SOFT SOLO CONFIGURATION SOFTWARE was obtained from a source other than Automationdirect.com or one of its partners this agreement is deemed void.

2. COPYRIGHT: The Software is owned by Automationdirect.com or its suppliers and is protected by United States copyright laws and international treaty provisions. You shall not remove or alter, or permit any person to remove or alter, any of the copyright or other notices of Automationdirect.com or its suppliers on, stated in or affixed to the Software or any of the documentation, or on any CD/DVD, covers, or other packaging containing Software or the documentation.

3. RESTRICTIONS: You acknowledge that the Software and the related documentation delivered to you are and shall remain the property of Automationdirect.com or its suppliers and that no right is granted to you to (i) copy, print, transfer, transmit or display all or any part of the Software or the documentation except as specifically provided herein, (ii) modify the Software or merge or utilize all or any part of the Software with or into other computer programs, or (iii) compile, reverse compile or disassemble all or any part of the Software.

4. LIMITED WARRANTY: Automationdirect.com warrants that the Software will perform substantially in accordance with the written materials accompanying the Software for a period of ninety (90) days from the date of receipt. EXCEPT AS PROVIDED ABOVE, AUTOMATIONDIRECT.COM MAKES NO EPRESENTATIONS OR WARRANTIES OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE OR ANY RELATED WRITTEN MATERIALS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AUTOMATIONDIRECT.COM HEREBY DISCLAIMS THE SAME. This Limited Warranty is void if failure of the Software results from accident, abuse, or misapplication or failure to use the Software in accordance with its documentation.

5. CUSTOMER REMEDIES: Automationdirect.com's entire liability and your exclusive remedy shall be, at Automationdirect.com's option, either refund of the price paid for the defective Software, or repair or

replacement of the defective Software, in each case upon return to Automationdirect.com during the warranty period. You must return the defective Software product to Automationdirect.com with a copy of your purchase receipt. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

6. LIMITATION ON LIABILITY: In no event shall Automationdirect.com be liable, whether in contract or in tort, or under any other legal theory (including, without limitation, negligence), for any indirect, special, consequential or incidental damages arising out of or in connection with the Software or any documentation, including, without limitation, lost profits or revenues, loss of data or business information, costs for recreating lost data, business interruption, costs for replacement programs, or any similar damages, or for any claim made against you by any other party, even if Automationdirect.com has been advised of the possibility of such claim. In no event will the liability of Automationdirect.com for any Software exceed the price paid by you for the defective Software product.

7. TERM AND TERMINATION: This Agreement and the licenses granted in this Agreement are effective until terminated. You may terminate this Agreement at any time by notifying Automationdirect.com, returning the Software and related documentation, and destroying all copies. This Agreement will also terminate upon your failure to comply with any of its terms, in which event you must return the Software and the written materials to Automationdirect.com and destroy all copies.

8. U.S.GOVERNMENT RESTRICTED RIGHTS: The Software and accompanying documentation are "commercial computer software" and "commercial computer software documentation," respectively, with United States Government rights governed by DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Software and accompanying documentation by the United States Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement.

9. MISCELLANEOUS: No failure or delay to exercise any right or remedy under this Agreement shall operate as a waiver, and a single or partial exercise of any right or remedy will not preclude the further exercise of such right or remedy or any other right or remedy. This Agreement supersedes any other oral or written agreement between you and Automationdirect.com. This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia, without regard to its rules regarding conflicts of law.

AutomationDirect.com 3505 Hutchinson Road,

Cumming, Ga. 30040