

FILEPRO SCRIBE LICENSE AGREEMENT

This License Agreement ("Agreement") is a legal agreement between you ("Licensee") and EEG Enterprises, Inc. ("EEG"), for the EEG software technology that accompanies and/or displays this Agreement, which includes computer software and may include associated media, printed materials, and "online" or electronic documentation (the "Software Product"). The Software Product also includes any software updates, add-on components, web services and/or supplements that EEG may provide to Licensee or make available to Licensee after the date Licensee obtain its initial copy of the Software Product to the extent that such items are not accompanied by a separate license agreement or terms of use. By installing, copying, downloading, accessing or otherwise using the Software Product, Licensee agrees to be bound by the terms of this Agreement. If Licensee does not agree to the terms of this Agreement, Licensee may not install, copy, download, access or otherwise use the Software Product and should instead return the Software Product to EEG for a full refund.

1. Software Product License. The Software Product is protected by intellectual property laws and treaties. This Agreement confers no title or ownership in the Software Product and does not constitute a sale of any rights in the Software Product. This Agreement grants Licensee the right to install and use one copy of the Software Product. Licensee may not make copies of the Software Product unless such copies are solely for archival purposes, or when copying or adaptation is an essential step in the authorized use of the Software Product. Licensee may not reverse engineer, decompile, disassemble or decrypt the Software Product, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. In such case, Licensee will provide EEG with reasonably detailed information regarding any such activity, upon EEG's request. This Agreement does not grant Licensee any rights in connection with any trademarks or service marks of EEG or its suppliers. Licensee may not rent, lease, lend or provide commercial hosting services to third parties with the Software Product. Licensee must reproduce all copyright notices in the original Software Product on any and all authorized copies or adaptations. Licensee may not copy the Software Product onto any bulletin board or similar system.

2. Support Services. EEG may provide Licensee with support services related to the Software Product ("Support Services"). Use of Support Services is governed by the policies and programs described in the user manual, in "online" documentation, or in other materials provided by EEG. Any supplemental software code provided to Licensee as part of the Support Services is considered part of the Software Product and subject to the terms and conditions of this Agreement. Licensee acknowledges and agrees that EEG may use technical information Licensee provides to EEG as part of the Support Services for its business purposes, including for product support and development. EEG will not utilize such technical information in a form that personally identifies Licensee. For Software Product licensed from the hardware manufacturer, please refer to the manufacturer's support number and address provided in Licensee's hardware documentation.

3. Termination. Without prejudice to any other rights, EEG may terminate this Agreement if Licensee fails to comply with the terms and conditions of this Agreement. In such event, Licensee must destroy all copies of the Software Product and all of its component parts.

4. Transfer. Licensee's license will automatically terminate upon any transfer of the Software Product. Upon transfer, Licensee must deliver all copies of the Software Product, including the original Software Product, copies, complete, partial or electronically stored copies of the Software Product and related documentation to the transferee. The transfer of the

Software Product obligates the transferee to all terms and conditions set forth in this Agreement and any additional documentation and agreements that accompanied the Software Product. The transferee must accept these terms as a condition to the transfer.

5. **Intellectual Property Rights.** All title and intellectual property rights in and to the Software Product (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the Software Product), the accompanying printed materials, and any copies of the Software Product are owned by EEG or its suppliers. All title and intellectual property rights in and to the content that is not contained in the Software Product, but may be accessed through use of the Software Product, is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement grants Licensee no rights to use such content. If this Software Product contains documentation that is provided only in electronic form, Licensee may print one copy of such electronic documentation. Licensee may not copy the printed materials accompanying the Software Product. EEG RESERVES ALL RIGHTS NOT EXPRESSLY GRANTED HEREIN.

6. **Export Restrictions.** Licensee acknowledges that the Software Product may be subject to U.S. export jurisdiction. Licensee agrees to comply with all applicable international and national laws that apply to the Software Product, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments.

7. **Applicable Law.** This Agreement is governed by the laws of the State of New York.

8. **LIMITED WARRANTY.** EEG warrants that the Software Product will perform substantially in accordance with the accompanying materials for a period of 90 days from the date of receipt. AS TO ANY DEFECTS DISCOVERED AFTER THE 90 DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Any supplements or updates to the Software Product, including without limitation, any (if any) service packs or hot fixes provided to Licensee after the expiration of the 90 day Limited Warranty period are not covered by any warranty or condition, express, implied or statutory.

9. **LIMITATION ON REMEDIES; NO CONSEQUENTIAL OR OTHER DAMAGES.** Licensee's exclusive remedy for any breach of this Limited Warranty is as set forth below. Except for any refund elected by EEG, LICENSEE IS NOT ENTITLED TO ANY DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL OR INCIDENTAL DAMAGES, if the Software Product does not meet EEG's Limited Warranty, and, to the maximum extent allowed by applicable law, even if any remedy fails of its essential purpose. The terms of Section 12 below ("Exclusion of Incidental, Consequential and Certain Other Damages") are also incorporated into this Limited Warranty.

10. **EXCLUSIVE REMEDY.** EEG's entire liability and Licensee's exclusive remedy shall be, at EEG's option from time to time exercised subject to applicable law, (a) return of the price paid (if any) for the Software Product, or (b) repair or replacement of the Software Product, that does not meet this Limited Warranty and that is returned to EEG with a copy of Licensee's receipt. Licensee will receive the remedy elected by EEG without charge, except that Licensee is responsible for any expenses it may incur (e.g. cost of shipping the Software Product to EEG). This Limited Warranty is void if failure of the Software Product resulted from accident, abuse, misapplication, abnormal use or a virus. Any replacement Software Product will be warranted for the remainder of the original warranty period or 30 days, whichever is longer. To exercise your remedy, contact: EEG Enterprises, Inc., 586 Main Street, Farmingdale, New York 11735.

11. **DISCLAIMER OF WARRANTIES.** THE LIMITED WARRANTY THAT APPEARS ABOVE IS THE ONLY EXPRESS WARRANTY MADE TO LICENSEE AND IS PROVIDED IN LIEU OF ANY OTHER EXPRESS WARRANTIES (IF ANY) CREATED BY ANY DOCUMENTATION OR PACKAGING. EXCEPT FOR THE LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EEG PROVIDES THE SOFTWARE PRODUCT AND SUPPORT SERVICES (IF ANY) AS IS AND WITH ALL FAULTS, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF TITLE AND NON-INFRINGEMENT, OF ACCURACY OR COMPLETENESS OR RESPONSES, OF RESULTS, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES AND OF LACK OF NEGLIGENCE, ALL WITH REGARD TO THE SOFTWARE PRODUCT, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE SOFTWARE PRODUCT.

12. **EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EEG BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF EEG, AND EVEN IF EEG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. **LIMITATION OF LIABILITY AND REMEDIES.** NOTWITHSTANDING ANY DAMAGES THAT LICENSEE MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF EEG UNDER ANY PROVISION OF THIS AGREEMENT AND LICENSEE'S EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING (EXCEPT FOR ANY REMEDY OF REPAIR OR REPLACEMENT ELECTED BY EEG WITH RESPECT TO ANY BREACH OF THE LIMITED WARRANTY) SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY LICENSEE FOR THE SOFTWARE PRODUCT OR U.S. \$50.00. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS (INCLUDING SECTIONS 9 THROUGH 12 ABOVE) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

14. **Entire Agreement.** This Agreement (including any addendum or amendment to this Agreement which is included with the Software Product) is the entire agreement between Licensee and EEG relating to the Software Product and the Support Services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and

representations with respect to the Software Product or any other subject matter covered by this Agreement. To the extent the terms of any EEG policies or programs for support services conflict with the terms of this Agreement, the terms of this Agreement shall control.