NewWord Program License Agreement

YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE OPENING THIS DISKETTE PACKAGE. OPENING THIS DISKETTE PACKAGE INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THEM, YOU SHOULD PROMPTLY RETURN THE PACKAGE UNOPENED: AND YOUR MONEY WILL BE REFUNDED.

MEMOTECH provides NewWord and licenses its use. You assume responsibility for the selection of NewWord to achieve your intended results, and for the installation, use and results obtained from it.

LICENSE

You may:

- a. use NewWord on a single machine;
- b. copy NewWord into any machine readable or printed form for backup or modification purposes in support of your use of NewWord on the single machine;
- c. modify NewWord and or merge it into another program for your use on the single machine. (Any portion of NewWord merged into another program will continue to be subject to the terms and conditions of this Agreement.); and,
- d. transfer NewWord and the license to another party if the other party agrees to accept the terms and conditions of this Agreement. If you transfer NewWord, you must at the same time either transfer all copies whether in printed or machine-readable form to the same party or destroy any copies not transferred; this includes all modifications and portions of NewWord contained or merged into other programs. You must immediately notify MEMOTECH of the transfer.

You must reproduce and include the copyright notice on any copy, modification or portion merged into another program.

YOU MAY NOT USE, COPY, MODIFY, OR TRANSFER NEWWORD, OR ANY COPY, MODIFICATION OR MERGED PORTION, IN WHOLE OR IN PART, EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS LICENSE.

IF YOU TRANSFER POSSESSION OF ANY COPY, MODIFICATION OR MERGED PORTION OF NEWWORD TO ANOTHER PARTY, YOUR LICENSE IS AUTOMATICALLY TERMINATED.

TERM

This license is effective until terminated. You may terminate it at any time by destroying NewWord together with all copies, modifications and merged portions in any form. It will also terminate upon conditions set forth elsewhere in this Agreement or if you fail to comply with any term or condition of this Agreement. You agree upon such termination to destroy NewWord along with all copies, modifications and merged portions in any form.

LIMITED WARRANTY

NEWWORD IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR 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 (AND NOT MEMOTECH OR AN AUTHORISED DEALER) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

MEMOTECH does not warrant that the functions contained in NewWord will meet your requirements or that the operation of NewWord will be uninterrupted or error free.

However, MEMOTECH warrants the diskettes on which NewWord is furnished, to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery to you as evidenced by a copy of your receipt.

LIMITATIONS OF REMEDIES

MEMOTECH's entire liability and your exclusive remedy shall be:

- 1. the replacement of any diskette not meeting MEMOTECH's "Limited Warranty" which is returned to MEMOTECH or an authorised dealer with a copy of your receipts, or
- 2. if MEMOTECH or the dealer is unable to deliver a replacement diskette which is free of defects in materials or workmanship, you may terminate this Agreement by returning the program and your money will be refunded.

IN NO EVENT WILL EITHER MEMOTECH LIMITED OR NEWSTAR SOFTWARE, INC, BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUEN- TIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE NEWWORD EVEN IF MEMOTECH OR AN AUTHORISED MEMOTECH DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY.

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

GENERAL

You may not sublicense, assign or transfer the license or NewWord except as expressly provided in this Agreement. Any attempt otherwise to sublicense, assign or transfer any of the rights, duties or obligations hereunder is void.

This Agreement shall be governed by the laws of the State of Massachusetts.

If you have any questions about this Agreement, you may contact MEMOTECH.

ACKNOWLEDGE YOU YOU THAT HAVE READ THIS AGREEMENT. UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICA- TIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.