

SOFTWARE LICENSE AGREEMENT

IMPORTANT NOTICE: READ BEFORE CLICKING ON "I ACCEPT"

The programs contained on this disc and documentation are offered to you by Honeywell International Inc., acting solely through the Video business of its Security group, with an address at 2700 Blankenbaker, Suite 150, Louisville, KY 40299, USA for use only on the terms specified in the End User License Agreement ("Agreement") below. This offer includes a license authorizing limited use of the attached programs and imposes restrictions affecting their use and use of the related documentation.

By clicking on "I accept" indicates you have read and understood the Agreement below and that you accept its terms. Should you be unable or unwilling to accept these terms, do not click on "I accept". Promptly return the disc to your point of purchase for a full refund of any consideration paid. You should contact Honeywell at the above noted address if you wish to raise any questions regarding the terms of the Agreement below before you click on "I accept".

END USER LICENSE AGREEMENT

In consideration of the rights and restrictions included in this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, you agree as follows:

Ownership

Honeywell retains all rights, title and interest in and to any attached software and accompanying written documentation (together, the "Program"), including all intellectual property rights therein, subject to the rights expressly granted below.

License

Subject to the terms and conditions of this Agreement, Honeywell hereby grants to you a non-exclusive license to use the Program on a single machine only at any one time and copy the Program into any machine readable or printed form of backup only in support of your use of the Program on the single machine for archival purposes. You must reproduce and include the copyright at all times.

This Agreement is your proof of license to exercise the rights granted herein and must be retained by you. You may not sublicense, rent, lease or assign the License or the Program to any third party. You may not translate or convert the Program to another programming language, decompile, disassemble or otherwise attempt to reverse engineer the Program, or export the Program from the country where the Program was provided to you without the appropriate government licenses. You may only use, copy or transfer the Program, or any copy or merged portion, in whole or in part, as expressly provided for in this Agreement.

Copyright

The Program is a proprietary product of Honeywell and is protected by copyright laws and international treaties. All copies of the Program, in whole or in part, remain the property of Honeywell and are to be considered as part of the Program for the purpose of this Agreement. Subject to the licensee expressly granted above, Honeywell retains all rights, title and interest in and to the Program. You must treat the Program like any other copyrighted material.

Limited Warranty

The Program is provided "as is" without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose and those arising by statute or otherwise in law or from a course of dealing or usage of trade. The entire risk as to the quality and performance of the Program is with you. Should the Program prove defective, you assume the entire cost of all necessary servicing, repair, or correction. Some states and provinces do not allow the exclusion of implied warranties so the above exclusion may not apply to you.

Honeywell does not warrant that the functions contained in the Program will meet your requirements or that the operation of the Program will be uninterrupted or error free or that errors will be corrected.

However, Honeywell warrants the media on which the Program is furnished to be free from defects in material and workmanship under normal use for a period of ninety (90) days from the date of delivery to you.

Limitation of Remedies

Honeywell's entire liability and your exclusive remedy for Honeywell's liability of any kind shall be the replacement of any media. In no event will Honeywell be liable to you or any third party for any indirect, incidental or consequential damages (including without limitation lost profits, lost savings or lost data) arising out of any breach of this Agreement or use or inability to use the Program even if Honeywell has been advised of the possibility of such damage or claim. In no event will Honeywell's direct liability under or arising out of this Agreement, whether in contract or in tort, exceed the amount paid by you for the Program. Some states and provinces 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.

Term

This Agreement is effective until terminated. Honeywell may terminate this Agreement immediately if you fail to comply with any material term of this Agreement. You may elect to terminate this Agreement at any time by giving written notice to Honeywell. In the event of termination of this Agreement, you agree to destroy all copies of the Program, in whole or in part, provided or created under this Agreement that are in your possession, power or control. A signed certification to this effect will be required.

Waiver of Contractual Right

The failure of Honeywell to enforce any provision of this Agreement shall not be construed as a waiver or limitation of Honeywell's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

General

If any provision of this Agreement is found to be unlawful, void or unenforceable for any reason, then that provision shall be deemed severed from this Agreement and shall not affect the validity and the enforceability of the remaining portions of this Agreement. This Agreement is the complete and exclusive statement of the agreement between Honeywell and you and supercedes any proposal or prior agreement, oral or written, and any other communications between Honeywell and you relating to the subject matter hereof. This Agreement is governed by the laws of the State of New without regard to conflict of law principles.