



Profiler License Agreement

Directory Wizards Inc. ("DirWiz"), having its principle offices at PO Box 165, Odessa DE 19730-0165, grants a non-exclusive, non-transferable, limited use license to the end-user ("USER"), subject to the terms and conditions of this license agreement.

DirWiz SOFTWARE LICENSE

1. **Grant of License:** This license applies to DirWiz software called Profiler ("Software"). DirWiz grants to User the following rights to this Software.
 - a. **Number of copies:** User may license the number of copies of software specified in the purchase order(s) placed with DirWiz.
 - b. **Installation:** You may install each licensed copy of the Software on a single computer (the computer running the Software shall be referred to as the "Server").
 - c. **Use of Software:** You may use one host name per license.
 - d. **Other Transfer:** If User wishes to move any copy of the Software to another computer it will provide the license information required and will certify that the original copy is no longer in use. There is no charge for this transfer.
 - e. **Notice to Users:** You shall inform all users of the Software of the terms and conditions of the DirWiz License Agreement.
 - f. **Duration:** Upon purchase user will receive a perpetual license key for the current version of the Software as specified in the purchase order(s) placed with DirWiz.
2. **Other Rights and Limitations:** User may not reverse engineer, decompile or disassemble the Software.
3. **Upgrades:** Eligibility for Server Software upgrades requires the User have current (not expired) Server Software Maintenance coverage. An upgrade must be used to replace the existing product.
4. **Technical Support:** Eligibility for technical support requires the User have current (not expired) Server Software Maintenance coverage.
5. **Copyright:** The Software is Licensed, not sold. Title and copyrights in and to the Software (including any images, applets, and text incorporated into the Software), accompanying printed materials, and any copies you are permitted to make are owned by DirWiz and are protected by United States Copyright laws and international treaty provisions. Therefore you must treat the Software like any other copyrighted material except that you may make copies of the software solely for backup or archival purposes.
6. **Indemnification:** LICENSOR agrees to save, protect, defend, indemnify, and hold LICENSEE harmless from and against any and all claims, liabilities, demands, damages, judgments, awards, settlements, expenses, or losses, including reasonable costs of litigation and reasonable attorneys' fees, arising from any third party claim that Licensed Software or Licensed Material violates any third party's trade secrets or infringes such third party's copyright or patent. LICENSEE shall promptly notify LICENSOR of all such claims. LICENSOR, at its option, may control the defense of any claim subject to the foregoing indemnity and LICENSEE will cooperate with LICENSOR in such defense in all reasonable respects, at no cost to LICENSEE. LICENSOR shall pay to LICENSEE any sums due under this Section with thirty (30) days of written notice by LICENSEE. In addition to the above indemnity, if such a claim threatens LICENSEE's continued use of the Licensed Software, LICENSOR shall, at no cost to LICENSEE, (i) obtain the right for LICENSEE to continue use of the Licensed Software and Licensed Material, (ii) repair or modify Licensed Software and Licensed Material so that they are both non-infringing and functionally and operationally equivalent to the Licensed Software and Licensed Material, or (iii) provide functionally equivalent replacement products. If none of the foregoing is possible, LICENSEE shall have the immediate right to terminate the applicable Profiler License Agreement with full refund within thirty (30) days of all fees actually paid by LICENSEE under the applicable Profiler License Agreement. In no event shall the LICENSOR settle any such third party claim by making an agreement which would cause LICENSEE to lose any



Directory Wizards

PO Box 165

Odessa DE 19730-0165

www.dirwiz.com

rights under this Agreement without LICENSEE's prior written consent.

7. Software Maintenance Coverage: DirWiz will provide User the following Software Maintenance coverage.
 - a. Initial Software Maintenance Coverage: The initial purchase of the Software includes one year of Software Maintenance coverage. The Software Maintenance coverage expiration date is set to one year following the date the purchase price is paid in full to DirWiz.
 - b. Renewal: User has the option to renew Software Maintenance coverage yearly.
 - c. Scope: A current Software Maintenance contract entitles the User to technical support and software upgrades as they become available.
 - d. Rights: A current Software Maintenance contract entitles the User to purchase additional Software and Software Maintenance Coverage renewal without having to repurchase the base installation or pay a reinstatement fee.
 - e. Expired Maintenance: In the event of expired Software Maintenance Coverage, User may repurchase Software OR pay a reinstatement fee to reactivate the expired Software Maintenance Coverage, whichever is less expensive.
 - f. Technical Support: Technical Support is provided at <http://www.dirwiz.com/support/>.



Directory Wizards

PO Box 165

Odessa DE 19730-0165

www.dirwiz.com

LIMITED WARRANTY

DirWiz does not warrant that the functions contained in the Software will meet your requirements or that the operation will be uninterrupted or error free. DirWiz warrants to the original purchaser of the Software that the media (disk, diskette, CD or tape) is free from defects in materials and workmanship when given normal use for a period of 30 days from the date of receipt. This limited warranty is void if the failure of the Software or hardware has resulted from accident, abuse, or misapplication.

NO OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DIRWIZ DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE SOFTWARE THE ACCOMPANYING WRITTEN MATERIALS, AND ANY ACCOMPANYING HARDWARE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DIRWIZ BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR THE INABILITY TO USE THIS DIRWIZ PRODUCT, EVEN IF DIRWIZ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

This License Agreement supersedes all license agreements prior to the version date at the bottom of this document, unless amended, in writing, by DirWiz.

This License Agreement shall be governed by the laws of the State of Delaware.



Directory Wizards

PO Box 165
Odessa DE 19730-0165
www.dirwiz.com

Support Agreement

DirWiz offers software support for Profiler under an annual support contract. The support contract provides for the following services:

DirWiz will provide unlimited phone and email support for any issues directly related to Profiler.

DirWiz will make all upgrades and new releases of the Profiler products available at no additional cost to customers who have a current support contract. Upgrades and new releases will be available for download from the DirWiz web site.

Any log files or other information provided by Customer to DirWiz for use in problem solving will be treated as confidential by DirWiz and will not be made available to any third party without the express written consent of the Customer.

DirWiz will send a renewal notice with current software support costs to Customer approximately 2 months before the current contract expires to insure the availability of continued coverage.

Email and phone support information is available at <http://www.dirwiz.com/support>. Phone support is available from 9 am to 5 pm, EST, on normal working days. Response time to acknowledge receipt of email is usually 4 hours or less during normal working hours.

In all cases of phone or email contact, DirWiz will attempt to reply as quickly as possible.

The first year of Annual Support is included with the purchase of the software. The annual fee in subsequent years shall be fifteen (15%) percent of the current purchase price.

_____ Company	Directory Wizards Inc.
_____ Signature	_____ Signature
_____ Typed or Printed Name	_____ Typed or Printed Name
_____ Date	_____ Date