

LICENSE AGREEMENT FOR SENSAPHONE® 2000 SOFTWARE

PLEASE READ THIS LICENSE AGREEMENT CAREFULLY BEFORE INSTALLATION OF SOFTWARE AND USING THE PRODUCT OR SERVICE.

THIS LICENSE AGREEMENT CONTAINS SENSAPHONE'S STANDARD TERMS AND CONDITIONS. WHERE PERMITTED BY THE APPLICABLE LAW, BY KEEPING YOUR SENSAPHONE PRODUCT BEYOND THIRTY (30) DAYS AFTER THE DATE OF DELIVERY, YOU FULLY ACCEPT THE TERMS AND CONDITIONS SET FORTH IN THIS LICENSE AGREEMENT.

IN ADDITION, WHERE PERMITTED BY THE APPLICABLE LAW, YOUR INSTALLATION OF THE SOFTWARE AND/OR USE OF THE PRODUCT OR SERVICES CONSTITUTES FULL ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE LICENSE AGREEMENT CONTAINED HEREIN. THESE INCLUDE WARRANTY DISCLAIMERS, INDEMNIFICATION TERMS AND LIMITATIONS OF LIABILITY.

IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT, INCLUDING ANY WARRANTY DISCLAIMERS, INDEMNIFICATION TERMS OR LIMITATIONS OF LIABILITY, THEN YOU SHOULD NOT USE THE SOFTWARE AND SHOULD RETURN IT TO THE SELLER FOR A REFUND OF THE PURCHASE PRICE.

THE LAW IN YOUR JURISDICTION MAY LIMIT THE EXTENT TO WHICH YOUR RETENTION, INSTALLATION OR USE CONSTITUTES ACCEPTANCE OF THE TERMS AND CONDITIONS HEREIN; AND AS TO THE ENFORCEABILITY OF LIMITATIONS UPON OR EXCLUSIONS OF WARRANTIES, AND UPON INDEMNIFICATION TERMS OR LIMITATIONS OF LIABILITY, OTHERWISE SET OUT IN THIS AGREEMENT.

This is a License Agreement between Phonetics Incorporated d.b.a. Sensaphone (hereinafter "Sensaphone") and you, the end user. Sensaphone and you accept the terms and conditions set forth herein, a perpetual, limited, non-exclusive License (hereinafter "License").

License Grant

Sensaphone hereby grants you, the end user, a limited, non-exclusive, free to copy, install and use the Sensaphone 2000 software, amendments thereof and its associated files (hereinafter collectively referred to as the "Software") for personal and commercial purposes only. Sensaphone provides the License solely for end-user use. You may not reverse engineer, decompile, or disassemble the software. The software is licensed as a single product. Its component parts may not be separated for use on more than one computer. You may not rent or lease the software individually, separately or independently unless it is used in conjunction with the operation of the Sensaphone 2000 monitoring hardware. You may make copies of the software and transfer your rights under this agreement, provided that each recipient of the software also agrees to the terms of this agreement.

Copyright ©

The copyright of the Software at all times belongs to and remains with Sensaphone. Without prior approval of Sensaphone, no part of the Software may be reproduced, distributed or transmitted in any form or by any means, electronic or mechanical, for any purpose other than stated in the License. All title and copyrights in and to the Software (including but not limited to any images, photographs,

animations, video, audio, text, and applets, incorporated into the Software), and any copies of the Software are owned by Sensaphone (or one or more of its licensors). The Software is protected by 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, subject to the limitations set forth herein.

NO WARRANTY -- LIMITATION OF LIABILITY -- INDEMNIFICATION-- COVENANT NOT TO SUE

I. THE SOFTWARE IS PROVIDED "AS IS," AND NEITHER SENSAPHONE NOR ANY OF ITS LICENSORS MAKES ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES TO YOU REGARDING THE USABILITY, CONDITION OR OPERATION THEREOF. NEITHER SENSAPHONE NOR ANY OF ITS LICENSORS WARRANTS THAT THE SOFTWARE WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY AND/OR THAT IT WILL BE FREE FROM VIRUSES OR OTHER DEFECTS. SENSAPHONE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR USE AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND THE WARRANTY OF NON-INFRINGEMENT AND/OR ANY WARRANTY ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

II. YOUR INSTALLATION AND USE OF THE SOFTWARE IS AT YOUR OWN RISK. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING, INSTALLING, AND/OR USE OF FILES OR OTHER MATERIAL. YOU AGREE THAT NEITHER SENSAPHONE NOR ANY OF ITS LICENSORS WILL BE LIABLE FOR DAMAGES (INCLUDING BUT NOT LIMITED TO DIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES) ARISING OUT OF YOUR INSTALLATION OF, USE OF, OR INABILITY TO USE THE SOFTWARE, AND YOU HEREBY WAIVE ANY CLAIMS OF ANY KIND WITH RESPECT THERETO, WHETHER BASED IN CONTRACT, BREACH OF WARRANTY, TORT OR ON ANY OTHER GROUNDS, EVEN IF SENSAPHONE (OR ANY SUCH LICENSOR) HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES, AND WHETHER OR NOT CAUSED BY SENSAPHONE'S OR ITS LICENSORS' NEGLIGENCE. THE SOLE AND ENTIRE LIABILITY OF SENSAPHONE AND ITS LICENSORS, AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE SOFTWARE OR ANY BREACH OF THIS AGREEMENT, SHALL BE THE REPLACEMENT OF ANY SOFTWARE FOUND TO BE DEFECTIVE.

III. YOU AGREE TO RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE SENSAPHONE, ITS LICENSORS, OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR AFFILIATED COMPANIES, FOR ANY AND ALL LIABILITIES ARISING FROM OR POTENTIALLY ARISING FROM ANY CLAIM, DEMAND OR ACTION BASED UPON ANY LOSSES, LIABILITIES, DAMAGES OR COSTS, INCLUDING BUT NOT LIMITED TO DAMAGES THAT ARE DIRECT OR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, AND INCLUDING ATTORNEYS FEES AND LEGAL COSTS, THAT MAY RESULT FROM INSTALLATION, OPERATION OF, USE OF, OR THE INABILITY TO USE SENSAPHONE'S SOFTWARE, OR FROM THE FAILURE OF SENSAPHONE'S SYSTEM TO REPORT A GIVEN EVENT OR CONDITION, WHETHER OR NOT CAUSED BY SENSAPHONE'S NEGLIGENCE, EXCEPT AS NECESSARY TO ENFORCE THE EXPRESS TERMS OF THIS LICENSE AGREEMENT.

IV. YOU WILL INDEMNIFY, DEFEND AND HOLD HARMLESS SENSAPHONE, ITS LICENSORS, OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR AFFILIATED COMPANIES, AGAINST ANY AND ALL CLAIMS, DEMANDS OR ACTIONS BASED UPON ANY LOSSES, LIABILITIES, DAMAGES OR COSTS, INCLUDING BUT NOT LIMITED TO DAMAGE THAT ARE DIRECT OR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, AND INCLUDING ATTORNEYS FEES AND LEGAL COSTS, THAT MAY RESULT FROM INSTALLATION, OPERATION OF, USE OF, OR THE INABILITY TO USE SENSAPHONE'S SOFTWARE, OR FROM THE FAILURE OF SENSAPHONE'S SYSTEM TO REPORT A GIVEN EVENT OR CONDITION, WHETHER OR NOT CAUSED BY SENSAPHONE'S NEGLIGENCE.

V. WITHOUT WAIVING ANY PROVISION IN THIS LICENSE AGREEMENT, IF A CIRCUMSTANCE ARISES WHERE SENSAPHONE AND/OR ITS LICENSORS ARE FOUND TO BE LIABLE FOR ANY LOSS OR DAMAGE ARISING OUT OF MISTAKES, NEGLIGENCE, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SOFTWARE SUBJECT TO THIS AGREEMENT, THEN SUCH LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE CUSTOMER UNDER THIS LICENSE AGREEMENT OR \$250.00, WHICHEVER IS GREATER. YOU HEREBY RELEASE SENSAPHONE AND ITS LICENSORS FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THIS LIMITATION.

VI. NEITHER SENSAPHONE NOR ANY OF ITS LICENSORS SHALL BE HELD RESPONSIBLE IN ANY WAY OR BY ANY MEANS, EITHER DIRECTLY OR INDIRECTLY, FOR ANY COMMUNICATIONS DIFFICULTIES OUTSIDE OF SENSAPHONE'S CONTROL WHICH COULD LEAD TO THE INTERRUPTION OF DATA DELIVERY SERVICE TO YOUR ELECTRONIC MAIL ADDRESS, PAGER, TELEPHONE OR ANY OTHER RECEIVING DEVICES OR THIRD-PARTY DATA STORAGE AND/OR DELIVERY SERVICES.

VII. IN PARTICULAR, YOU WILL NOT RELY ON ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, MADE BY ANY PERSON OTHER THAN AN AUTHORIZED REPRESENTATIVE OF SENSAPHONE, IN EVALUATING THE SOFTWARE.

VIII. THE LAW IN SOME JURISDICTIONS MAY LIMIT OR PRECLUDE WARRANTY EXCLUSIONS OR LIMITATIONS, INDEMNIFICATION TERMS AND/OR LIMITATIONS ON LIABILITY, SO NOT ALL OF THE ABOVE LIMITATIONS MAY APPLY TO YOU.

Disclaimer

Although the Software is scanned for the known viruses, you should scan the Software for viruses or other defects, prior to installation on your system. Sensaphone does not accept any liability for damage or loss as a result of the installation or use of the Software, including but not limited to any damage or loss resulting from any such viruses or defects.

Notwithstanding its efforts Sensaphone reserves the right to change the Software and publish new release versions. Sensaphone assumes no responsibility in notification to the end-user of new release updates or versions of the Application.

Web site use

Customer may use services provided by Sensaphone on an Internet web site that could be connected to the use of the Software subject to this Agreement. The use of such web site may only be made by authorized users with a proper identification and password or serial number.

In using such a web site, you are further BOUND BY THE TERMS AND CONDITIONS LOCATED ON THE WEB SITE. YOU MUST READ ALL OF THE TERMS AND CONDITIONS BEFORE PROCEEDING TO USE THE WEB SITE. IF YOU DO NOT AGREE TO ANY OF THE TERMS AND CONDITIONS ON THE WEB SITE, THEN YOU SHOULD CEASE USING THE WEB SITE, AND INFORM SENSAPHONE THAT YOU DO NOT INTEND TO USE AND/OR CONTINUE USING THAT WEB SITE. YOUR USE OF THE WEB SITE IS AN ACKNOWLEDGMENT THAT YOU AGREE TO ALL THE TERMS AND CONDITIONS THEREIN.

Deemed acceptance and applicable law

The installation or use of the Software is deemed acceptance of the terms and conditions contained in the License Agreement. This License Agreement shall be effective and binding upon Sensaphone and you, the end user, upon installation or use of the Software. The term of this Agreement shall commence on the date of installation or use by you and shall continue indefinitely if you remain in compliance with all of the terms and condition set forth herein. If you do not agree to the terms of the License, please do not install or otherwise use the Software.

Choice of Forum and Choice of Law

In the event that a dispute arises out of or in connection with this License Agreement, then any claims or suits of any kind concerning such disputes shall only and exclusively be brought in either the Court of Common Pleas of Delaware County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania.

Regardless of the place of contracting or performance, this License Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of law.