

STOP! IMPORTANT: READ THE FOLLOWING CAREFULLY.

THIS IS A LEGAL DOCUMENT WHICH IS AN AGREEMENT BETWEEN YOU, THE END-USER, AND SYMBOL DYNAMICS LLC ("SYMBOL DYNAMICS"). BY CLICKING THE BUTTON LABELED "I ACCEPT THE TERMS IN THE LICENSE AGREEMENT," YOU ARE CONSENTING TO BE BOUND BY THIS LICENSE AGREEMENT AND THE TERMS SHALL BE BINDING WITH RESPECT TO YOUR USE OF THE SOFTWARE. IF YOU DO NOT AGREE TO ALL THE TERMS OF THIS AGREEMENT, CLICK THE BUTTON LABELED "I DO NOT ACCEPT THE TERMS IN THE LICENSE AGREEMENT" AND THE INSTALLATION PROCESS WILL CEASE.

**SYMBOL DYNAMICS LLC
EXP 6.3 LICENSE AGREEMENT**

1. License Grant. Symbol Dynamics grants to you a nonexclusive license to download, install and use the Symbol Dynamics EXP 6.3 software and its accompanying documentation (the "**Licensed Software**"). This License authorizes you to make copies of the Licensed Software solely for your use under this License, provided you comply with all the terms and conditions of this License with respect to such copies. You may print one copy of the documentation installed with the Licensed Software for each permitted installation. Such documentation is to be used solely for your internal use. In no event may you distribute the documentation, use the documentation for financial gain or modify the documentation in any way. Any action in violation of this license may cause the Licensed Software to cease to function.

2. Restrictions on Use. You may not sublicense, rent, distribute, lease or (other than as set forth in Paragraph 9 below) assign your rights in the Licensed Software. You may use the Licensed Software solely in its original form, and may not change, alter or modify the Licensed Software, translate, port, reverse assemble, reverse compile, disassemble, or in any way reverse engineer or redistribute the Licensed Software, in whole or in part, nor may you create derivative works with respect to the Licensed Software; provided however that the preceding prohibitions are void to the extent, but only to the extent, that the law of the country in which the Licensed Software is licensed for use hereby specifically permits end-users of software to undertake certain otherwise prohibited modifications or uses in connection with their use of the Licensed Software. This license does not grant you any right to bug fixes, enhancements, updates or new versions, but if such are made available to you by Symbol Dynamics, then any such bug fixes, updates, upgrades or new versions shall become part of the Licensed Software and shall be governed by the terms of this License. You may not copy the Licensed Software except as specified in this License, and you may not remove any proprietary notices or labels on the Licensed Software. Symbol Dynamics reserves all rights not expressly granted to you in this License.

3. Rights in Licensed Software. You acknowledge that the Licensed Software and any copies of it, regardless of the form or media in which the original or copies may exist, are the sole and exclusive property of Symbol Dynamics and its licensors; by accepting this License you do not become the owner of the Licensed Software. You further acknowledge that the Licensed Software, including the code, logic and structure, contain valuable trade secrets belonging to Symbol Dynamics. You agree to secure and protect the Licensed Software consistent with the maintenance of Symbol Dynamics' rights in it, as set forth in this License.

4. Term. This License shall be perpetual unless you fail to observe any of its terms, in which case it shall terminate immediately and without additional prior notice.

5. Actions Required Upon Termination. Upon termination of your license, you agree to destroy or return the original and all copies, complete or partial, of the Licensed Software to Symbol Dynamics, and to delete the Licensed Software from your computer libraries. (You are not required to delete the Licensed Software from back-up tapes or disks made by you on a regular basis of your entire computer system, but you may not access or use the Licensed Software encoded on such back-ups). The terms of Paragraphs 3, 5, 7, 8 and 11 shall survive termination of this License Agreement.

6. Export Controls. You agree not to export or re-export the Licensed Software or any of its documentation, directly or indirectly, without the prior written consent, if required, by the office of Export Administration of the United States Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations or the U.S. Commerce Department's Table of Denials. By installing or downloading the Software you are warranting that you are not located in, under the control of, or a national or resident of any such country or appear on any such list.

7. Warranty. THE LICENSED SOFTWARE IS PROVIDED "AS IS" AND SYMBOL DYNAMICS EXPRESSLY EXCLUDES ANY AND ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. SYMBOL DYNAMICS ALSO SPECIFICALLY EXCLUDES ALL WARRANTIES, EXPRESS OR IMPLIED OF PATENT NONINFRINGEMENT. FURTHER, SYMBOL DYNAMICS DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE LICENSED SOFTWARE OR ITS DOCUMENTATION IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS, OR OTHERWISE. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE LICENSED SOFTWARE IS ASSUMED BY YOU. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SYMBOL DYNAMICS OR ITS EMPLOYEES SHALL CREATE A WARRANTY OR CONDITION OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY, AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OF IMPLIED WARRANTIES WITH RESPECT TO CERTAIN USERS, SO THIS DISCLAIMER MAY NOT APPLY TO YOU AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY BY JURISDICTION.

8. Limitation of Liability. SYMBOL DYNAMICS SHALL HAVE NO LIABILITY WHATSOEVER RESULTING FROM YOUR LICENSING OR USE OF THE LICENSED SOFTWARE. You assume full and sole responsibility for any use you make of the Licensed Software, and you bear the entire risks of there being an error in its functioning. You agree that regardless of the cause of any error or the form of any claim, YOUR SOLE REMEDY AND SYMBOL DYNAMICS' SOLE OBLIGATION SHALL BE GOVERNED BY THIS AGREEMENT, AND IN NO EVENT SHALL SYMBOL DYNAMICS BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE LICENSED SOFTWARE, EVEN IF SYMBOL DYNAMICS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

9. Assignment. You may assign this License Agreement and your respective rights in the Licensed Software, provided however, the assignee must consent to and be bound by all of the terms and conditions of this License Agreement and you may not retain any of the Licensed Software (in whole or in part) following such assignment of rights.

10. U.S. Government Restricted Rights. The Licensed Software is Commercial Computer Software provided with RESTRICTED RIGHTS under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 252.227-7013 or 48 CFR 52.227-19, as applicable, or similar clauses in other federal government regulations. Contractor/manufacturer is Symbol Dynamics LLC, PMB #163, 11312 US 15-501 North, Suite 107, Chapel Hill, NC 27517.

11. Entire Agreement. This Agreement represents the complete agreement concerning this license, and may only be amended by a writing executed by both parties. THE ACCEPTANCE OF ANY PURCHASE ORDER PLACED BY YOU IS EXPRESSLY MADE CONDITIONAL ON YOUR ASSENT TO THE TERMS SET FORTH HEREIN, AND NOT THOSE IN THE PURCHASE ORDER FORM, AND YOU AGREE THAT ANY SUCH ADDITIONAL OR DIFFERENT TERMS ARE VOID. If any term of this License shall be found invalid, the term shall be modified or omitted to the extent necessary, and the remainder of the License shall continue in full effect. This License shall be construed in accordance with the laws of North Carolina (excluding conflicts of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods), and all disputes shall have exclusive venue in the federal and state courts in Chatham County, North Carolina and you agree to the jurisdiction of these courts.