

**ISIS/DRAW END USER LICENSE AGREEMENT  
FOR ACADEMIC AND PERSONAL USE AT HOME  
(VERSION 2.X)**

**IMPORTANT READ CAREFULLY BEFORE INSTALLING**

THE SOFTWARE YOU ARE ABOUT TO ACCESS CONTAINS PROGRAMS, DOCUMENTATION AND OTHER PROPRIETARY MATERIAL ("SOFTWARE") THAT BELONGS TO MDL INFORMATION SYSTEMS, INC. ("MDL") AND ITS LICENSORS. POSSESSION AND USE OF THE SOFTWARE IS SUBJECT TO THIS SOFTWARE LICENSE AGREEMENT (THE "LICENSE"). BY CLICKING THE ACCEPT BUTTON YOU AND YOUR EMPLOYER (IF THE SOFTWARE IS BEING USED IN THE COURSE OF YOUR DUTIES OF EMPLOYMENT) (COLLECTIVELY "LICENSEE") REPRESENT AND WARRANT THAT:

- (A) YOU HAVE READ AND AGREE TO BE FULLY BOUND BY AND BECOME A PARTY TO THIS LICENSE; AND
- (B) YOU ARE NOT (I) A NATIONAL OR RESIDENT OF CUBA, LIBYA, IRAQ, IRAN, SUDAN, SYRIA OR NORTH KOREA ; (II) YOU ARE NOT ON THE U.S. TREASURY DEPARTMENT'S LIST OF SPECIALLY DESIGNATED NATIONALS, TERRORISTS AND NARCOTICS TRAFFICKERS OR THE U.S. COMMERCE DEPARTMENT'S TABLE OF DENY ORDERS OR THE U.S. STATE DEPTMENTS' PROLIFERATION ENTITY LIST.
- (C) IN THE EVENT YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS OF THIS LICENSE, OR, IF YOU CANNOT WARRANT THAT YOU ARE NOT IN VIOLATION OF (B), ABOVE, YOU ARE NOT AUTHORIZED TO INSTALL, USE OR POSSESS THE SOFTWARE AND MUST IMMEDIATELY CEASE TO INSTALL THE SOFTWARE.

1. **GRANT OF LICENSE.** Subject to all of the terms and conditions of this LICENSE, MDL grants to LICENSEE a non-exclusive, nonsublicensable and nontransferable license to use the accompanying ISIS/Draw computer program in object code form only and the associated user documentation (collectively, the "Software"), free of charge if (a) you are a student, faculty member, or a staff member of an educational institution (K-12, junior college, or college); or (b) your use of the Software is for personal use at your residence. If you do not fit within the description above, a license fee is due to MDL and no license is granted herein. You will not be entitled to support, updates, enhancements or telephone assistance.

**PERMITTED USES.** LICENSEE may:

- Use the Software only on computers that are owned, leased or otherwise controlled by LICENSEE solely for academic use or personal use at home.
- Load the Software into the computer's temporary memory (RAM).
- Install the Software onto a permanent storage device (e.g., a hard disk drive).
- Make copies of the Software for use as contemplated by this Agreement or for archival or backup purposes only, provided LICENSEE maintains possession of all such copies. All copies of the Software shall be subject to the terms and conditions of this LICENSE.

**NONPERMITTED USES.** LICENSEE may not:

- Use the Software for commercial purposes.
- Electronically transfer the Software from one (1) computer to another over a network or use the Software on more than one (1) computer at the same time in a network or multiple-user arrangement.
- Rent, lease, lend, sell, transmit, or otherwise distribute or dispose of the Software or LICENSEE's rights under this LICENSE on a temporary or permanent basis to another person or entity without the prior written consent of MDL.
- Alter, adapt, translate, decompile, disassemble, reverse engineer or otherwise attempt to discover the source code or underlying ideas, sequence, structure organization or algorithms of the Software, create derivative works based upon the Software or attempt or permit third parties to do so, except to the extent the foregoing restriction is expressly prohibited by applicable law.
- Remove, modify or obscure any copyright, trademark, and/or any other proprietary notices contained in or on the Software.

- Export, reexport or transfer the Software from the country in which it is originally delivered to LICENSEE, without MDL's prior written consent.
2. **OWNERSHIP OF SOFTWARE.** The Software is licensed and not sold. MDL and its licensors retain all title to and, except as expressly and unambiguously licensed herein, all rights and interests in the Software and any and all new releases, updates and enhancements of the Software and all intellectual property and proprietary rights in the Software throughout the world. MDL reserves all rights in the Software not expressly granted to LICENSEE. LICENSEE acknowledges that the Software contains valuable trade secrets of MDL and LICENSEE shall: (i) keep confidential MDL's trade secrets in the Software and all information, ideas and algorithms related thereto; (ii) disclose such information only to the extent required to use the Software under the terms of this Agreement; and (iii) if applicable, bind its employees, consultants, agents and other third parties in writing to maintaining the confidentiality of MDL's trade secrets in the Software.
  3. **TERM AND TERMINATION.** This LICENSE is effective from the date you download the Software and will continue until the LICENSE is terminated. The LICENSE may be terminated by MDL with or without notice to you in the event that you breach any of the terms or conditions of this LICENSE. You also may terminate this LICENSE at any time by destroying the Software and all copies thereof. You agree to erase from your computer all copies of the Software and all modified copies, if any, upon termination of the LICENSE. In the event of termination, the following sections of this License will survive: 2, 3, 4, 5, and 7.
  4. **DISCLAIMER OF WARRANTY.** TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE SOFTWARE, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. LICENSEE ACKNOWLEDGES AND AGREES THAT MDL DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE PERFORMANCE, USE OR RESULTS OF THE USE OF THE SOFTWARE OR ITS CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS, OR OTHERWISE. LICENSEE ASSUMES THE ENTIRE RISK ASSOCIATED WITH LICENSEE'S USE OF THE SOFTWARE. IF THE SOFTWARE IS DEFECTIVE,, LICENSEE ASSUMES THE ENTIRE RISK ASSOCIATED WITH LICENSEE'S USE OF THE SOFTWARE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE DISCLAIMER MAY NOT APPLY. This disclaimer of warranty is an essential part of this LICENSE.
  5. **LIMITATION OF DAMAGES.** IN NO EVENT SHALL MDL, ITS LICENSORS, DEALERS, DISTRIBUTORS, AGENTS, OR EMPLOYEES OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THE SOFTWARE BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS LICENSE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS OR REVENUE, LOSS OR INACCURACY OR CORRUPTION OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, LIABILITY OR INJURY TO THIRD PERSONS, AND THE LIKE, WHETHER FORESEEABLE OR NOT, ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, REGARDLESS OF WHETHER MDL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL MDL, ITS DEALERS', DISTRIBUTORS' AGENTS' OR EMPLOYEES' LIABILITY FOR ANY DAMAGES TO LICENSEE, OR TO ANY OTHER PERSON OR ENTITY EVER EXCEED THE LICENSE FEES PAID TO MDL, IF ANY, REGARDLESS OF THE FORM OF THE CLAIM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY.
  6. **U.S. GOVERNMENT RESTRICTED RIGHTS.** If LICENSEE is a unit or agency of the U.S government or acquiring the Software with Governmental funds; (i) the Software supplied to the Department of Defense ("DOD") shall be subject to MDL's standard commercial license and (ii) all Software supplied to any unit or agency of the U.S. Government other than the DOD, shall be governed by clause 52.227-19(c) of the FAR (or any successor regulations) or, in the case of NASA, in clause 48 1827.405(a) (or any successor regulations) and, in any such case, the U.S. Government acquires only "restricted rights" in the Software. Contractor/Manufacturer is: MDL Information Systems, Inc. 14600 Catalina St., San Leandro, CA 94577.

7. **GENERAL.** This LICENSE is a complete and exclusive statement of all of the terms, conditions, and representations of the agreement between LICENSEE and MDL with respect to the subject matter hereof. This LICENSE shall not be varied, supplemented, qualified, or interpreted by any prior course of dealing between LICENSEE and MDL or by any usage of trade. The terms of this LICENSE shall not be modified or supplemented by any purchase order or acknowledgment, even though MDL may have signed such a document. This LICENSE may be modified and the observance of any provision of this LICENSE may be waived only with the written consent of LICENSEE and MDL. If any term or provision of this LICENSE shall be found to be illegal, void, or for any reason unenforceable, it shall be deemed severable from, and shall in no way affect the validity or enforceability of the remaining provisions of this Agreement. The license is personal to LICENSEE and any attempt to assign its rights and obligations hereunder will be void. The Software is subject to U.S. export control laws and regulations and LICENSEE agrees to comply with all such applicable laws and regulations. In particular, but without limitation, none of the Software or underlying information or technology may be installed or otherwise exported or reexported (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Sudan or Syria or (ii) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of laws provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods.

MDL is a registered trademark and ISIS is a trademark of MDL Information Systems, Inc.

© Copyright 1999 MDL Information Systems, Inc. All rights reserved.