

Harmoni 1.0 End-User License Agreement And Limited Warranty
May 27, 2004

1. INTRODUCTION

This License Agreement and Limited Warranty (herein referred to as "Agreement") is a legal agreement between you (either an individual, or an entity) and Dynalivery Corporation (herein referred to as "Dynalivery") for the Harmoni software product, which includes computer software and associated media, printed materials, and "on-line" or electronic documentation (herein referred to as "Software Product"). Dynalivery is authorized by agreements with suppliers to include, modify and resell licenses of the suppliers' software bundled with or compiled into the Software Product. The terms of this License and Limited Warranty Agreement shall benefit and be enforceable by Dynalivery and its suppliers. By opening the sealed software package and/or by installing, copying or otherwise using the Software Product, you agree to be bound by the terms of this Agreement. Dynalivery strongly recommends that you test the Software Product with your application before putting it into production.

2. LIMITED LICENSE

- 2.1 You are purchasing only a non-exclusive right to use a single copy of the Software Product, and are acquiring no rights to the software itself, or the enclosed copy, except the Limited License granted herein. You agree that you will not sublicense, assign, rent, sell, resell, manufacture, lease, distribute or otherwise transfer the Software Product except as otherwise provided in this Agreement.
- 2.2 Dynalivery grants you a Limited License to use the server components of the Software Product in accordance with the licensing option that you purchased. You may access the Software Product from a hard disk, over a network or by any other method, strictly in accordance with the terms of this license and in one of the following three configurations:
- 2.2.1 **Processor license.** A processor-based license grants you a limited license to use the Software Product on a single computer with one processor. To increase the number of processors in your report server, you must purchase and accumulate additional processor licenses.
- 2.2.2 **Report concurrency license.** A report concurrency-based license grants you a limited license to use the Software Product for up to five (5) concurrent reports. To increase the number of concurrent reports managed by your report server, you must purchase and accumulate additional concurrency licenses.
- 2.2.3 **Update license.** If you received this Software Product as part of an upgrade to a previous per-server or per-two-processor license, you may continue to use it under either of those configurations.

Harmoni 1.0 End-User License Agreement And Limited Warranty

May 27, 2004

- 2.3 Dynalivery grants you the right to reproduce and distribute the client libraries of the Software Product subject to the following:
 - 2.3.1 Such distribution shall be in conjunction with and as a component of an application you developed using the Software Product; and
 - 2.3.2 You remain solely responsible for support, service, upgrades, and technical or other assistance, required or requested by anyone receiving such copies.
- 2.4 Dynalivery grants you the limited right to use the Saffron document server included in the Software Product only for co-resident use with Harmoni on Microsoft Windows NT/2000 report servers. You may not use it for any other purpose.
- 2.5 You may use the subsidiary dynamic link libraries (DLL's), the .jar files and other components contained in the Software Product only with the Software Product or applications you develop in accordance with this Agreement.
- 2.6 To the extent that you use the Software Product in conjunction with Microsoft Word, you may only use the Software Product in conjunction with valid license(s) for Microsoft Word, i.e WINWORD.EXE and its dependent libraries from Microsoft Corporation. To the extent that you use the Software Product in conjunction with Crystal Reports, you may only use the Software Product in conjunction with valid license(s) for Crystal Reports, i.e. the underlying CRPE32.DLL and associated run-time libraries from Business Objects (formerly Seagate Software/Crystal Decisions) or certain of its OEM's. Any limited concurrency database drivers licensed to Business Objects by Progress Software (formerly Data Direct Technologies) and packaged with Crystal Reports shall not be used with the Software Product. To the extent that you wish to use Progress Software's ODBC unlimited concurrency or high concurrency database drivers, you must separately license them directly from Progress Software.
- 2.7 Independent Contractor User. The term "Independent Contractor User" shall mean an employee of an independent contractor of you who is under contract with you to perform services for you. You shall take appropriate action by instruction, non-disclosure agreement or otherwise to ensure that each Independent Contractor User who has access to the Software Product protects and limits its use to the same extent that Licensee is obligated to do so under this Agreement.

3. COPYRIGHT

All title and copyrights in and to the Software Product (including but not limited to, any images, photographs, animation, video, audio, music, and text incorporated into the Software Product), the accompanying printed materials, and any copies of the Software Product are owned by Dynalivery or its suppliers. The Software Product is protected by copyright laws and international treaty provisions. Therefore, you may not copy the

Harmoni 1.0 End-User License Agreement And Limited Warranty

May 27, 2004

Software Product except that you may make one copy of the Software Product solely for backup or archival purposes. Solely with respect to the documentation included with the Software Product, you may make a reasonable number of copies, provided that such copies shall be used only by you in conjunction with your use of the Software Product, and are not republished or distributed to any third party. You will not remove, alter or destroy any form of copyright notice, proprietary markings or confidential legends placed upon or contained within the Software Product.

4. OTHER RESTRICTIONS

- 4.1 Software Transfer. Upon written approval of Dynalivery, you may transfer the Software Product provided the recipient agrees to the terms of this Agreement.
- 4.2 Export. Any export of the Software Product or its technical data from the United States may be restricted by U.S. export control laws, and accordingly you must comply with such laws before engaging in any such export.
- 4.3 Limitations on Modifications or Reverse Engineering. You may not alter, disassemble, decompile, or reverse-engineer the Software Product.
- 4.4 No Separation of Components. The Software Product is licensed as a single product, and, except as otherwise provided in this Agreement, neither the software programs comprising the Software Product or any update or upgrade may be separated.
- 4.5 Unless otherwise agreed to in writing by Dynalivery, you shall not use the Dynalivery name, logo or trademark in marketing your application.
- 4.6 Termination. Without prejudice to any other rights, Dynalivery may terminate this Agreement if you fail to comply with the terms and conditions of this Agreement after Dynalivery has given you a thirty days written notice period to cure the said failure, or if you fail to pay the license fees and other charges set forth at the time of your order. In such event, you must return the original Software Product and destroy all copies of the Software Product.
- 4.7 Best Practices and Nonsupported Features. The Crystal CRPE32 APIs may only be invoked via Dynalivery's framework and using the subset of APIs supported by Dynalivery. The Word APIs may only be invoked via Dynalivery's framework and using the subset of APIs supported by Dynalivery. The Saffron component supplied with Harmoni may only be invoked from Harmoni. Crystal interactive maps are not supported. Crystal proprietary viewers and web servers are not supported. Crystal engine recycling is discouraged and in any event limited to 25 jobs per open engine. Concurrent access of text, mdb, and dbf files is not supported in both Crystal and Word. Crystal's native Export to PDF (Crystal 8 and successors) is not supported. Crystal's native Export to ODBC is not supported. Use of single servers for development, test, and production environments is discouraged. Use of a database server co-resident with a report/document

Harmoni 1.0 End-User License Agreement And Limited Warranty

May 27, 2004

server is discouraged. Use of single processor servers is discouraged. Use of single hard drive servers is discouraged. Daily reboots of the report/document server is recommended. Use of the Crystal Dictionaries or Query files feature is discouraged. Reports (and the invoking applications) should only be promoted to production environments after being successfully and thoroughly tested. Harmoni may not be compatible with certain builds (custom, OEM, maintenance, etc.) of Crystal Reports or Microsoft Word.

5. LIMITED WARRANTY

5.1 Dynalivery warrants the physical disk(s) and physical documentation to be free of defects in materials and workmanship for a period of 90 days from the purchase date. If Dynalivery receives notification within this warranty period of any such defects and such notification is determined to be correct, Dynalivery will replace the disk(s) or documentation.

5.2 Dynalivery's entire liability for any breach of the warranty in Section 5.1 is limited to replacement of defective disk(s) or documentation, and does not include or extend to claims for any other damages.

5.3 Except as specifically set forth in the agreement, Dynalivery and its suppliers specifically disclaim all other conditions and warranties, express, implied, statutory or otherwise, including but not limited to, any implied condition or warranty of merchantability or fitness for a particular purpose.

6. LIMITATION OF LIABILITY

IN NO EVENT SHALL DYNALIVERY AND ITS SUPPLIERS BE LIABLE FOR LOSS OF PROFITS, DATA OR USE OF THE SOFTWARE PRODUCT, OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, EVEN IF DYNALIVERY HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL DYNALIVERY'S LIABILITY FOR ANY DAMAGES TO YOU OR ANY OTHER PERSON EVER EXCEED THE LOWER OF THE SUGGESTED LIST PRICE OR THE ACTUAL PURCHASE PRICE PAID FOR THE SOFTWARE PRODUCT, REGARDLESS OF THE FORM OF THE CLAIM. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. ALL THIRD PARTY SUPPLIERS TO DYNALIVERY OF ANY PORTION OF THE SOFTWARE PRODUCT MAKE NO WARRANTY AND SHALL HAVE NO LIABILITY TO YOU.

7. HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS

The Software Product is not designed or licensed for use in hazardous environments requiring fail-safe controls, including without limitation operation of nuclear facilities,

Harmoni 1.0 End-User License Agreement And Limited Warranty

May 27, 2004

aircraft navigation or communication systems, air traffic control, and life support or weapons systems. Dynalivery specifically disclaims any express or implied warranty of fitness for such purposes.

8. UNITED STATES GOVERNMENT RESTRICTED RIGHTS

The Software Product and accompanying documentation are “commercial computer software” and “commercial computer software documentation,” as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227-7202, all U.S. Government users acquire the Software Product with only those rights set forth herein.

9. DATE COMPATIBILITY

Dynalivery represents that any portion of the Software Product which Dynalivery created, and Dynalivery represents that to the best of its knowledge all third party software supplied as part of the Software Product, will correctly employ century specific date logic, alone and in combination with other hardware and software with which the Software Product is intended to be compatible, to provide fault-free performance in the processing of dates and date-related data, including in calculation, comparison and sequencing processes. Such fault-free performance shall include the manipulation, of data with dates prior to, through, and subsequent to January 1, 2000. The Software Product delivered hereunder shall successfully transition into the Year 2000 with the correct date system date, without human intervention, shall perform leap year calculations correctly and shall provide correct results when moving forward and backward in time from January 1, 2000. Dynalivery shall either correct or replace any Software Product which does not correctly perform date logic or refund to you all fees paid under this Agreement. Notwithstanding the foregoing, Dynalivery shall have no obligation to indemnify you against any loss, cost, damage or expenses which arise out of a defect in any other software product in use, not acquired from Dynalivery, which causes Dynalivery's Software Product not to correctly perform date logic when used in combination with such other software product. As part of its obligations or subsequent paid maintenance service, Dynalivery shall use reasonable efforts to work with you to identify the source of any defect or error in the operation of Dynalivery's Software Product, of which you notify Dynalivery, at no additional fee.

10. GOVERNING LAW

This Agreement is governed by the laws of the State of Missouri, United States of America; each party irrevocably attorns to the exclusive jurisdiction of the courts of the State of Missouri.

Harmoni 1.0 End-User License Agreement And Limited Warranty

May 27, 2004

11. MISCELLANEOUS

This document constitutes the entire agreement of the parties regarding the subject matter herein. All rights not expressly granted to you are retained by Dynalivery.

12. MAINTENANCE AND SUPPORT

The first twelve (12) months of maintenance and support are included with the purchase of a Harmoni license. Dynalivery has no obligation to provide services beyond the end date of a maintenance and support agreement. Renewals are at the discretion of Dynalivery. There are no automatic renewals and there is no grace period of additional or unpaid service availability.

Customers will assign one technical staff member of each project using Harmoni as a Liaison to Dynalivery for receiving support who will be mutually acceptable to both parties. Liaisons should have at least five (5) years of technical experience, including experience with Crystal Reports API or SDK level programming in Java, J2EE, .net, or COM; Network administration; and Crystal Reports Designer (or equivalent). Dynalivery reserves the right to refuse technical support requests until such time that a mutually acceptable liaison is available.

Liaisons will be responsible for initially researching problems using information in Dynalivery's manuals and on its website. When this initial research does not satisfactorily resolve problems, Liaisons will be responsible for accurately documenting requests for support to Dynalivery on electronic mail, according to the specifications on Dynalivery's web site.

To the maximum extent possible, requests for support should document problems in the English language, using non-confidential and minimal sample data/programs, and in sufficient detail so that Dynalivery's staff may independently reproduce and test them in their labs in St. Louis, Missouri.

Limited support beyond electronic mail is available via telephone by appointment.

Training classes (for Harmoni or complementary tools) and consulting services (project management, requirements analysis, system design, coding standards, tools selection, or hiring) may be available separately from Dynalivery and its partners. They are not part of maintenance and support.

13. AMENDMENTS

No change, modification or alteration of this Agreement shall be effective unless in writing and signed by both parties.

Harmoni 1.0 End-User License Agreement And Limited Warranty

May 27, 2004

14. WAIVER

No waiver of any provision of this Agreement or of the rights and obligations of the parties shall be effective unless in writing and signed by the party waiving compliance. Any such waiver shall be effective only in the specific instances and for the specific purpose stated in such writing.

15. SEVERABILITY

If any term, clause or provision of this Agreement shall be deemed invalid or unenforceable for any reason, the remainder of this Agreement shall remain valid and enforceable in accordance with its terms.

Harmoni 1.0 End-User License Agreement And Limited Warranty

May 27, 2004

APPENDIX

This appendix includes copyright and licensing information which pertains to the embedding of the following components in Harmoni: TAO ORB of the Distributed Object Computing (DOC) Group at Washington University in St. Louis, JacORB of the Software Engineering and Systems Software Group at Freie Universität Berlin and Xtradyne Technologies AG., Apache FOP, Apache Batik, Apache Xalan, Apache Xerces, Apache Avalon, Object Refinery's JFreeChart, Info-ZIP's Zip and Unzip, Word ML and Jasper.

The following information pertains to the TAO ORB:

Copyright and Licensing Information for SunSoft IIOP

Copyright 1995 Sun Microsystems, Inc.
All Rights Reserved.

This notice applies to all files in this software distribution that were originally derived from SunSoft IIOP code. (Such files contain Sun Microsystems copyright notices).

This software product (LICENSED PRODUCT), implementing the Object Management Group's "Internet Inter-ORB Protocol", is protected by copyright and is distributed under the following license restricting its use. Portions of LICENSED PRODUCT may be protected by one or more U.S. or foreign patents, or pending applications.

LICENSED PRODUCT is made available for your use provided that you include this license and copyright notice on all media and documentation and the software program in which this product is incorporated in whole or part.

You may copy, modify, distribute, or sublicense the LICENSED PRODUCT without charge as part of a product or software program developed by you, so long as you preserve the functionality of inter-operating with the Object Management Group's "Internet Inter-ORB Protocol" version one. However, any uses other than the foregoing uses shall require the express written consent of Sun Microsystems, Inc.

The names of Sun Microsystems, Inc. and any of its subsidiaries or affiliates may not be used in advertising or publicity pertaining to distribution of the LICENSED PRODUCT as permitted herein.

This license is effective until terminated by Sun for failure to comply with this license. Upon termination, you shall destroy or return all code and documentation for the LICENSED PRODUCT.

Harmoni 1.0 End-User License Agreement And Limited Warranty

May 27, 2004

LICENSED PRODUCT IS PROVIDED AS IS WITH NO WARRANTIES OF ANY KIND INCLUDING THE WARRANTIES OF DESIGN, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

LICENSED PRODUCT IS PROVIDED WITH NO SUPPORT AND WITHOUT ANY OBLIGATION ON THE PART OF SUN OR ANY OF ITS SUBSIDIARIES OR AFFILIATES TO ASSIST IN ITS USE, CORRECTION, MODIFICATION OR ENHANCEMENT.

SUN OR ANY OF ITS SUBSIDIARIES OR AFFILIATES SHALL HAVE NO LIABILITY WITH RESPECT TO THE INFRINGEMENT OF COPYRIGHTS, TRADE SECRETS OR ANY PATENTS BY LICENSED PRODUCT OR ANY PART THEREOF.

IN NO EVENT WILL SUN OR ANY OF ITS SUBSIDIARIES OR AFFILIATES BE LIABLE FOR ANY LOST REVENUE OR PROFITS OR OTHER SPECIAL, INDIRECT AND CONSEQUENTIAL DAMAGES, EVEN IF SUN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

This notice applies to the files used in the IDL Compiler front-end:

Copyright 1992, 1993, 1994 Sun Microsystems, Inc.
All Rights Reserved.

This product is protected by copyright and distributed under the following license restricting its use.

The Interface Definition Language Compiler Front End (CFE) is made available for your use provided that you include this license and copyright notice on all media and documentation and the software program in which this product is incorporated in whole or part. You may copy and extend functionality (but may not remove functionality) of the Interface Definition Language CFE without charge, but you are not authorized to license or distribute it to anyone else except as part of a product or program developed by you or with the express written consent of Sun Microsystems, Inc. ("Sun").

The names of Sun Microsystems, Inc. and any of its subsidiaries or affiliates may not be used in advertising or publicity pertaining to distribution of Interface Definition Language CFE as permitted herein.

This license is effective until terminated by Sun for failure to comply with this license. Upon termination, you shall destroy or return all code and documentation for the Interface Definition Language CFE.

INTERFACE DEFINITION LANGUAGE CFE IS PROVIDED AS IS WITH NO WARRANTIES OF ANY KIND INCLUDING THE WARRANTIES OF DESIGN,

Harmoni 1.0 End-User License Agreement And Limited Warranty

May 27, 2004

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

INTERFACE DEFINITION LANGUAGE CFE IS PROVIDED WITH NO SUPPORT AND WITHOUT ANY OBLIGATION ON THE PART OF Sun OR ANY OF ITS SUBSIDIARIES OR AFFILIATES TO ASSIST IN ITS USE, CORRECTION, MODIFICATION OR ENHANCEMENT.

SUN OR ANY OF ITS SUBSIDIARIES OR AFFILIATES SHALL HAVE NO LIABILITY WITH RESPECT TO THE INFRINGEMENT OF COPYRIGHTS, TRADE SECRETS OR ANY PATENTS BY INTERFACE DEFINITION LANGUAGE CFE OR ANY PART THEREOF.

IN NO EVENT WILL SUN OR ANY OF ITS SUBSIDIARIES OR AFFILIATES BE LIABLE FOR ANY LOST REVENUE OR PROFITS OR OTHER SPECIAL, INDIRECT AND CONSEQUENTIAL DAMAGES, EVEN IF SUN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Both Sun software products are also covered by the following:

Use, duplication, or disclosure by the government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 and FAR 52.227-19.

SunOS, SunSoft, Sun, Solaris, Sun Microsystems and the Sun logo are trademarks or registered trademarks of Sun Microsystems, Inc.

SunSoft, Inc.
2550 Garcia Avenue
Mountain View, California 94043

The following information pertains to JacORB, Apache FOP, Apache Batik, Apache Xalan, Apache Xerces, Apache Avalon, Object Refinery's JFreeChart, Info-ZIP's Zip and Unzip, and Word ML and Jasper:

See the copyright and licensing information located in the license subfolder within the Software Product distribution.