

**Saffron Workgroup 1.3 End-User License Agreement and Limited Warranty**  
**October 17, 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 Saffron Workgroup 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.

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- 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.

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### 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.
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### **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.

### **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.

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### 12. MAINTENANCE AND SUPPORT

The first twelve (12) months of maintenance and support are included with the purchase of a Saffron Workgroup 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 Saffron Workgroup 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 SDK level programming in the document producer software; SDK level experience in Java, J2EE, .net, or COM; and Network administration. 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 Saffron Workgroup 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.

### 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.

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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.

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### APPENDIX

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