

**Iridient X-Transformer End-User License Agreement**  
**Iridient Digital, Inc.**

**PLEASE READ CAREFULLY. BY USING OR INSTALLING THIS SOFTWARE, OR BY PLACING OR COPYING THIS SOFTWARE ON YOUR COMPUTER DISKS, COMPUTER MEMORY OR OTHER STORAGE MEDIUM, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THESE TERMS, DISCONTINUE USE OF THIS SOFTWARE AND DESTROY ALL COPIES OF THIS SOFTWARE.**

**1. License.**

Iridient Digital, Inc. grants you a non-exclusive license for use of the Software on your personal computer(s), such as desktop and laptop, or for use by multiple users on a single computer. A single user may use the Software on as many computer(s) as you like. This license does not allow multiple users to ever use the Software on multiple computers. If multiple people will be using the Software on multiple computers you must purchase a license for each person. You may also make copies of the software for backup purposes only. The term "Software" includes all elements of the software, documentation and other materials accompanying this License Agreement. The Software is licensed, not sold, to you by Iridient Digital, Inc.

**2. Copyright.**

The Software and any copies that you make are protected by law, including United States copyright law, and international treaty provisions. Iridient Digital, Inc. owns and retains all intellectual property rights to the Software and all associated materials. This agreement does not grant you any rights to the Software other than as expressly stated in this document.

**3. Restrictions.**

You may not distribute copies of the Software, in whole or in part, to any third party. You may not rent, lease, loan or or sub-license the Software. You may not modify or create derivative works based upon the Software. You may not distribute or publish any Serial Number(s) or Registration Key(s) provided with your purchase of the Software.

**4. Software Transfer.**

You may not transfer your rights under this license to another party.

**5. Termination.**

This license is effective until terminated. You may terminate this license at any time by destroying all copies of the Software. This license will terminate immediately and without notice from Iridient Digital, Inc. if you fail to comply with any of the terms of this license. If this license is terminated for any reason you must immediately destroy all copies of the Software.

## **6. No Warranty.**

This Software and associated materials are provided "AS IS" without warranty of any kind, either express or implied. Iridient Digital, Inc. disclaims any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. The entire risk arising out of use or performance of the Software remains with you.

## **7. No Liability.**

Under no circumstances shall Iridient Digital or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, for business interruption, for loss of business information, or for any other monetary loss) arising out of the use or inability to use this Software, even if Iridient Digital, Inc. has been informed of the possibility of such damages. Some states or jurisdictions do not allow for the exclusion or limitation of liability for consequential or incidental damages so this may not apply to you. In no event shall Iridient Digital, Inc.'s total liability to you for all damages exceed the amount paid for the Software.

## **8. High Risk Activities.**

The Software is not fault-tolerant and is not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Software could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). Iridient Digital, Inc. and its suppliers specifically disclaim any express or implied warranty of fitness for High Risk Activities.

## **9. U.S. Government Restricted Rights.**

The Software is provided with RESTRICTED RIGHTS. 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 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Iridient Digital, Inc., 115 Carmel Ave, Pacific Grove, CA 93950.

## **10. Governing Law.**

This license will be governed by the laws of the State of California. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed. In the event of invalidity of any portion of this license, the parties agree that such invalidity shall not affect the validity of the remaining portions of this license.

## **11. Complete Agreement.**

This license agreement is the entire agreement between Iridient Digital, Inc. and you and supersedes any prior agreements, oral or written, relating to the subject

matter of this license.