

# ROCKTON PRICING MANAGEMENT (RPM) SOFTWARE LICENSE AGREEMENT

Carefully read all the terms and conditions of this Software License Agreement (SLA), "Agreement", prior to using this software. Do not activate this software until you have read this entire Agreement. Use of this software indicates your acceptance of these terms and conditions.

If you do not agree to these terms and conditions, contact Rockton Software for clarity on options.

1. **LICENSE:** You are granted a personal, nontransferable, and nonexclusive, license to use the software, under the terms stated in this Agreement. Title, copyright and ownership of the software and all related documentation remain with Rockton Software, LLC. (Rockton Software). You may not distribute copies of the registered and activated software or any of the associated documentation to others. You may not modify, reverse engineer, de-compile, disassemble or translate the software or related documentation without the prior written consent of Rockton Software.
2. **TRANSFER:** You may not transfer this software to any other party. There are no provisions whatsoever for any other transfer, operation, or use of the software by any other party whatsoever except for the original buyer of the product, which has been registered with Rockton Software at the time of original purchase and software activation.
3. **LIMITED WARRANTY:** Rockton Software warrants for a period of thirty days (30 days) from the date of receipt that the software covered by this agreement will perform substantially in accordance with the accompanying written documentation. You assume the entire risk as to the results and performance of the software. This warranty gives you specific legal rights and you may also have other rights that vary from state to state. Rockton Software makes no claim in regard to the merchantability or suitability for any specific purpose of this or any other software product.
4. **ACKNOWLEDGMENT:** By using this product, you acknowledge that you have read this Agreement, understand it, and agree to be bound by its terms and conditions. You also agree that this Agreement is the complete and exclusive statement of Agreement between the Parties and supersedes all proposals or prior agreements, verbal or written, and any other communications between the parties relating to the subject matter of this Agreement.
5. **REMEDIES:** Rockton Software's entire liability and your exclusive remedy shall be at the option of Rockton Software, either (a) return of price paid or (b) repair or replacement of the software that does not meet the limited warranty and is returned to Rockton Software. If you have need of service or help regarding this software, you should contact the dealer through which the software was originally purchased. There is no obligation to render assistance to you if you are not the owner under which the software is registered, or if the registered user has not purchased a recognized support plan from the vendor of this product. This SLA and any Statement Of Work (SOW) provided separately by Rockton Software shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado. The Parties herein agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Boulder County, State of Colorado.
6. **USAGE STATISTICS:** Rockton Software will collect usage statistics of certain windows or features in this Rockton product. These statistics will be transmitted periodically to Rockton Software for the sole purpose of analyzing feature usage and future development planning.