

New Micros, Inc.
HC12 Max-FORTH™ License Agreement
LIMITED USE SOFTWARE LICENSE AGREEMENT

1. WHAT THIS IS. This is the New Micros Inc ("New Micros")

Limited Use Software License Agreement the "Agreement", which will govern your use of the New Micros product contained with it.

YOU AGREE TO THE TERMS OF THIS AGREEMENT BY THE ACT OF OPENING THE PACKAGE THAT CONTAINS THE MEDIA ON WHICH THE SOFTWARE IS RECORDED. DO NOT OPEN THE PACKAGE WITHOUT FIRST READING, UNDERSTANDING AND AGREEING TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU MAY RETURN THE SOFTWARE FOR A FULL REFUND BEFORE OPENING THE SEALED PACKAGE.

2. GRANT OF LICENSE. New Micros hereby grants you, and you accept, a limited license to use the enclosed FLASH EEPROM, ROM(s), floppy disk, CD Rom, FILE(s), or other media device, Reference Manual(s), and any related materials (collectively called the "Software" in this Agreement). You may use the Software only on a single computer, on its temporary replacement, or on a subsequent computer. If you wish to use the Software on more than one computer system, you must either license an additional copy of the Software or request for a multi-use license from New Micros. You may not transfer or sublicense, either temporarily or permanently, your rights to use the Software under this Agreement without the prior written consent of New Micros.

3. TERM. This Agreement is effective from the day you open the sealed package containing the media on which the Software is recorded and continues until you return the original media to New Micros. You must also certify in writing that you have destroyed any archival copies you may have recorded on any memory system or magnetic medium.

4. NEW MICROS' RIGHTS. You acknowledge that the Software is the sole and exclusive property of New Micros. By accepting this Agreement, you do not become the owner of the Software, but you do have the right to use the software in accordance with this agreement. You agree to use your best efforts and all reasonable steps to protect the software from unauthorized use, illegal reproduction, or illicit distribution.

5. YOUR ORIGINAL MEDIA/FLASH EEPROM, ROM PART, FILE, FLOPPY DISK, or CD. The FLASH EEPROM, ROM, FILE, FLOPPY DISK or CD enclosed each contain an original New Micros label. Either the FLASH EEPROM, ROM, FILE, FLOPPY DISK, or CD, or the Reference Manual can NOT be copied into any medium. In case of media failure of an original part, New Micros will replace the ROM upon receipt of failed parts. New Micros will not replace failed parts that have been used improperly or abused, such as improper handling, excessive voltage application, etc.

6. CUSTOMER REGISTRATION. New Micros may from time to time revise or update the Software. Revisions can only be provided to you if you have returned the registration form to New Micros and if your Software are the originals. New Micros customer service are available only to registered New Micros users.

7. LIMITED WARRANTY. New Micros warrants for a period of ninety (90) days from the effective date of this Agreement that, under normal use, the material(s) of the media is/are not defective and that the program is properly recorded into the ROM, Flash, floppy disk, cd rom or other media device. If during the ninety-day period, a defect in the Software should appear, you may return the Software free of charge. Your sole right with respect to a defect in the Software is replacement of the Software. EXCEPT FOR THE LIMITED WARRANTY DESCRIBED IN THIS PARAGRAPH, THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED, BY THIS AGREEMENT. THESE INCLUDE, BUT ARE NOT LIMITED TO, IMPLIED WARRANTIES OF

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED.

8. LIABILITY. You agree that regardless of the form of any claim you may have, New Micros' liability for any damages to you or to any other party shall not exceed the license fee paid for the Software. NEW MICROS WILL NOT BE RESPONSIBLE FOR ANY DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF PROFITS RESULTING FROM THE USE OF THE SOFTWARE OR ARISING OUT OF ANY BREACH OF THE WARRANTY, EVEN IF NEW MICROS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

9. TERMINATION OF AGREEMENT. If any of the terms and conditions of this Agreement are broken, New Micros has the right to terminate the Agreement and demand that you return the Software to New Micros. At that time, you must also certify that you have not retained any copies of the Software.

10. GOVERNING LAW. This agreement is to be governed by, and interpreted in accordance with, the laws of the State of Texas and the United States. Any terms or conditions of this Agreement found to be unenforceable, illegal, or contrary to public policy in any jurisdiction will be deleted, but will not affect the remaining terms and conditions of the Agreement.

11. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between you and New Micros. I, the undersigned have read and agree to the terms of this agreement.

Customer's Signature

Date

Printed Name / Company

Number of License Agreement purchased

Note:
To order any HC12 Max-FORTH™ Version, you must return this License Agreement (LAST PAGE) signed and dated to:
New Micros, Inc. * 1601 Chalk Hill Rd. * Dallas, TX 75212 *
Tel: 214-339-2204 FAX: (214) 339-1585