



Stardock Corporation: DirectSkin OCX

Development License Agreement

Acceptance

This document is a legal agreement between you, _____ located at _____, here after referred to as "Licensee" and Stardock Software Inc., located at 15090 Beck Road, Plymouth MI 48170 USA, here after known as "Stardock".

Permitted Uses

Stardock hereby grants licensee the right to use the WindowBlinds: DirectSkin OCX 5.0 (here after referred to as "OCX"), as part of licensee's product only during the development cycle. No copies of this product may be distributed, nor sold. This license may be used only by relevant project participants. This license is for use in the project currently named: _____
(If this name changes, please notify Stardock in writing within 14 days to update records for support reasons) The Licensee may not assign or transfer this license without Stardock's advance, written consent, not to be unreasonably withheld.

Supported Operating Systems and Languages

DirectSkin is warranted to work on Windows Vista 32-bit and 64-bit, Windows XP and Windows 2000 only. While DirectSkin supports multiple languages, it is generally only tested with the English language.

Restrictions

This License Agreement is rendered void if Licensee fails to satisfy any of the following restrictions.

- 1) Licensee shall in no way reverse program, disassemble, de-compile or otherwise reverse engineer the OCX.
- 2) Licensee shall not make OCX available in any form except as part of their permitted use.
- 3) Licensee shall not sublicense or lease the OCX.
- 4) Licensee shall not skin any other program with the OCX other than the program stated in Permitted uses.
- 5) Licensee shall not redistribute the OCX, including documentation, including any code that is not incorporated in the permitted use product.
- 6) Licensee shall use all reasonable efforts to protect and defend the proprietary nature of the OCX.
- 7) Licensee shall mark all OCX incorporated into Licensee products with such copyright, patent, or other notices; proprietary legends; or restrictions as Stardock may require.
- 8) Licensee shall include "WindowBlinds: DirectSkin™ OCX © Stardock®" in documentation.

Term

The term of this agreement shall be for the length of the development cycle, up to a maximum of one year, starting from the date of this signed contract and payment of \$499.00 being received by Stardock. If more than one year has elapsed, a new agreement must be made. A Basic or Corporate License must be obtained prior to the sale or distribution of the developer's product to anyone outside of the relevant product development persons. Payment for this license may be applied toward the purchase of such a Basic or Corporate license. Stardock has the right to terminate use of the OCX at any time if it is found that the OCX is used in any other way than specified in Permitted Uses if Licensee fails to correct problem within 30 days after receipt of written notice.

Confidentiality

Each party acknowledges and agrees that certain information which it may receive from the other party will be Proprietary Information to the disclosing party. "Proprietary Information" shall mean: (i) the fact that the disclosing party intends to develop or have developed any particular software or other product; (ii) any information concerning or related to the Products; (iii) any information concerning the terms and conditions of this Agreement, except without the prior written consent of the other party, which shall not be unreasonably withheld; (iv) nonpublic information concerning the business or finances of the disclosing party; and (v) any other information which if disclosed to a third party could adversely affect a competitive advantage of the disclosing party.

Termination

This contract may be terminated in writing by either party if there has been a breach in the contract which has not been remedied within 30 days of a written notice of such breach. The expiration of this Agreement shall not impair the rights or obligations of either party hereto which shall have accrued hereunder prior to such expiration or termination.

Independent Status Nothing contained in this Agreement shall be construed as creating any partnership or joint venture between the Parties. Neither Party shall be authorized to act as an agent for the other, nor shall either Party enter into any agreement or contract on behalf of the other as representative or agent.

Support

Stardock will provide to Licensee only reasonable technical support for the first year after the purchase date, unless a separate support agreement is purchased. Reasonable technical support is defined as support needed to correct defects likely to be experienced by most users under normal circumstances. Stardock retains the right to determine what reasonable support is and what support requires an additional fee.

Technical support for custom controls or extended beyond the first year may be obtained by the purchase of an additional support agreement. Stardock will not provide technical support to anyone other than Licensee's employees or designated consultants accepted by Stardock.

Relationship of Parties

The parties are independent contractors under this Agreement. Each party shall be responsible for all of its employees and agents and its labor costs and expenses arising in connection with the performance of its obligations herein.

Warranty and Limitations

Stardock cannot guarantee that the OCX code will perform correctly under all possible current or future computer operating system, hardware and driver configurations. Stardock will, however, use its best efforts to address any problems that are attributable to defects or deficiencies with the OCX. It is expressly understood and agreed upon between the Parties hereto that there are no warranties (including, but not limited to, fitness for purpose), representations, covenants, or agreements between the Parties hereto except those specifically set forth herein. LIABILITY TO LICENSEE FOR ANY LOSSES SHALL BE LIMITED TO DIRECT DAMAGES AND SHALL NOT EXCEED THE AMOUNT PAID FOR THE ORIGINAL LICENSE. IN NO EVENT WILL STARDOCK BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS.

Governing Law and Venue

The validity, construction, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of Wayne County, Michigan, United States of America.

Entire Agreement

This agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreement between parties. By signing below, the Licensee agrees to all conditions contained in this License Agreement

Signature of this Agreement by Licensee and processing of the payment by Stardock shall constitute acceptance of this contract. Agreement signed by Licensee as of the _____ day of _____, 200_.

LICENSEE:

By: _____

Name: _____

Title: _____