

AREL ANYWARE SOFTWARE
END USER LICENSE AGREEMENT

AREL ANYWARE SOFTWARE IS NEITHER SHAREWARE NOR FREWARE.

IMPORTANT -- READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you ("You" and "Your") and Arel Communications Software, Inc. ("Arel") for the Arel Anyware Software, including any associated updates and supplements (if any and if provided without a separate EULA), media, printed materials and electronic documentation (collectively, the "Software"). By installing, copying, downloading, accessing or otherwise using the Software, You agree to be bound by the terms of this EULA. If You do not agree to the terms of this EULA, do not install, access or use the Software.

1. GRANT OF LICENSE

Arel grants to You a non-exclusive, non-transferable license to use one copy of the Software on each of your computers and under Your control for your use only.

2. LIMITATIONS

You may not sublicense, sell, transfer, rent, lease or otherwise distribute copies of the Software or rights to use the Software. You may not use the Software for any use prohibited by law. You may not disassemble, modify, reverse-engineer, adapt, decompile, translate or create derivative works based upon the Software or any part thereof. You may not separate any parts of the Software for use on more than one computer. You may not use the Software in any matter which, in Arel's sole discretion, interferes with its ability to offer IP or other relay services. You may make only one copy of the Software for backup purposes. You may not remove Arel's copyright or other notices from either the original Software or backup copy. You agree that Arel may, from time to time in its sole discretion, provide automatic updates and/or enhancements to the Software. If you do not want to receive such updates, uninstall the Software.

3. COPYRIGHT

All title and intellectual property rights in and to the Software are owned by Arel or its licensors. The Software is protected by the copyright laws of the United States and international copyright treaties. All title and intellectual property rights in and to the content accessed through the Software, including any sample content contained in the Software, is the property of the applicable content owner and may be protected by applicable copyright or other laws. THIS LICENSE DOES NOT GIVE YOU ANY RIGHTS TO SUCH CONTENT AND AREL SHALL HAVE NO LIABILITY WITH RESPECT TO YOUR USE OF ANY SUCH CONTENT.

4. LIMITED WARRANTY; DISCLAIMERS

Arel warrants that the Software, in the unaltered condition as provided by Arel, will perform substantially in accordance with Arel's published specifications for the Software in effect at time you acquire the Software, for a period of thirty (30) days from the date You acquire the Software. Your exclusive remedy, and Arel's entire liability, for any breach of this limited warranty shall be either (a) to receive a replacement copy of the Software; or (b) if Arel no longer licenses the Software, the greater of \$5.00 or the amount you paid for the Software (and not any related services).

AREL MAKES NO OTHER WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. AREL DOES NOT WARRANT THAT YOUR REQUIREMENTS WILL BE MET WITH THE SOFTWARE, THAT THE SOFTWARE'S OPERATION WILL BE ERROR-FREE OR UNINTERRUPTED, THAT THE INTERNET WILL BE AVAILABLE, OR THAT DEFECTS WILL BE CORRECTED. AREL RESERVES THE RIGHT TO CORRECT DEFECTS AS IT SEES FIT AND TO MAKE AVAILABLE FURTHER RELEASES AND UPGRADES AS AND IF IT DEEMS IT NECESSARY TO DO SO.

5. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL AREL OR ITS SUPPLIERS OR LICENSORS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, EVEN IF AREL SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL AREL'S TOTAL LIABILITY, WHETHER IN TORT, CONTRACT OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS EULA OR THE SOFTWARE EXCEED THE AMOUNT PAID BY YOU FOR THE SOFTWARE OR \$5.00, WHICHEVER IS GREATER. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

6. TERMINATION

Your license to use the Software is automatically terminated if You violate any term of this EULA. Upon termination, You must destroy all copies of the Software.

7. GENERAL PROVISIONS

This EULA is the exclusive agreement between You and Arel concerning the Software. This EULA will be governed by the laws of the State of Georgia.

Arel - Copyright © 2005. Patents Pending. All Rights Reserved.