

IMPORTANT-READ CAREFULLY BEFORE USING!

By utilizing the enclosed disk(s) containing the software or installing the software contained on the enclosed disk(s), you indicate your acceptance of the following Vitesse License Agreement.

VITESSE LICENSE AGREEMENT

This is a legal agreement between you (either an individual or an entity) and Vitesse, Inc. By utilizing the enclosed disk(s) containing the software or installing the software contained on the enclosed disk(s), you are agreeing to be bound by the terms of this agreement. If you do not agree with the terms of this agreement, promptly return the unopened disk package and the accompanying items (including written materials and packaging materials) to the place you obtained them for a full refund.

VITESSE SOFTWARE LICENSE

1. GRANT OF LICENSE. This License Agreement grants you the right to use one copy of the enclosed Vitesse software program (the "SOFTWARE") on a single computer. The SOFTWARE is in "use" on a computer when it is loaded into temporary memory (i.e., RAM) or installed into permanent memory (e.g., hard disk, CD-ROM, or other storage device) of that computer. However, installation on a network server for the sole purpose of internal distribution shall not constitute "use" for which a separate license is required, provided you have a separate license for each computer to which the SOFTWARE is distributed.

2. COPYRIGHT. The SOFTWARE is owned by Vitesse, Inc. or its suppliers and is protected by United States copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE like any other copyrighted material (e.g., a book or musical recording) except that you may either (a) make one copy of the SOFTWARE solely for backup or archival purposes, or (b) transfer the SOFTWARE to a single hard disk provided you keep the original solely for backup or archival purposes. You may not copy the written materials accompanying the SOFTWARE.

3. OTHER RESTRICTIONS. You may not rent or lease the SOFTWARE, but you may transfer the SOFTWARE and accompanying written materials on a permanent basis provided you retain no copies and the recipient agrees to the terms of this Agreement. You may not reverse engineer, decompile, or disassemble the SOFTWARE. If the SOFTWARE is an update or has been updated, any transfer must include the most recent update and all prior versions.

4. DUAL-MEDIA SOFTWARE. If the SOFTWARE package contains both 3.5" and 5.25" disks, then you may use only the disk(s) appropriate for your single-user computer. You may not use the other disk(s) on another computer or loan, rent, lease, or transfer them to another except as part of the permanent transfer (as provided above) of all SOFTWARE and written materials.

LIMITED WARRANTY

LIMITED WARRANTY. Vitesse warrants that the SOFTWARE will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt. Any implied warranties on the SOFTWARE are limited to ninety (90) days. Some states do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you.

CUSTOMER REMEDIES. Vitesse's and its supplier's entire liability and your exclusive remedy shall be, at Vitesse's option, either (a) return of the price paid, or (b) replacement of the SOFTWARE that does not meet Vitesse's Limited Warranty and which is returned to Vitesse with a copy of your receipt. This Limited Warranty is void if failure of the SOFTWARE has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. **THESE REMEDIES ARE NOT AVAILABLE OUTSIDE THE UNITED STATES OF AMERICA.**

NO OTHER WARRANTIES. To the maximum extent permitted by applicable law, Vitesse and its suppliers disclaim all other warranties, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, with regard to the SOFTWARE and the accompanying written materials. This limited warranty gives you specific legal rights. You may have others which vary from state to state.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. To the maximum extent permitted by applicable law, in no event shall Vitesse or its suppliers be liable for any damages whatsoever (including without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use this Vitesse product, even if Vitesse has been advised of the possibility of such damages. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

U.S. GOVERNMENT RESTRICTED RIGHTS

The SOFTWARE and documentation are 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 Vitesse, Inc./13909 Amar Road, Suite 2A/La Puente, CA 91746-1669.

This agreement is governed by the laws of the State of California.

Should you have any questions concerning this agreement, or if you desire to contact Vitesse for any reason, please contact Vitesse, Inc./13909 Amar Road, Suite 2A/La Puente, CA 91746-1669.

DETACH & KEEP THIS PART

REGISTRATION #: 15100000133

PRODUCT NAME: ULTIMA-I

Vitesse, Inc.

P.O. Box 929

La Puente, CA 91747-0929

FOR YOUR CONVENIENCE
THIS PRODUCT HAS BEEN
PRE-REGISTERED ✓

TECHNICAL SUPPORT HOTLINE:

APPLE PRODUCTS:

(818) 813-1274

WINDOWS SOFTWARE

(818) 813-1274

12:00 - 4:00 pm