END-USER LICENSE AGREEMENT FOR
DHI-PLUS® FOR WINDOWS® SOFTWARE

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("Agreement") is a legal agreement between you (either an individual or a single entity) and DHI Computing Service, Inc. ("Amelicor") for the DHI-PLUS® software product, which includes computer software and may include associated media, printed materials, and "online" or electronic documentation ("SOFTWARE PRODUCT"). By installing, copying, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, do not install or use the SOFTWARE PRODUCT.

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold. In this Agreement, "you" and "your" refer to either the individual or the single entity (such as a corporation or partnership), that is entering into this Agreement with Amelicor.

You may receive a copy of this Agreement by contacting Amelicor at 1525 West 820 North, P.O. Box 51427, Provo, Utah 84605, U.S.A.

1.   GRANT OF LICENSE. This Agreement grants you the following rights:

a.   EVALUATION USE. You may install, use, access, display, run, or otherwise interact with ("RUN") one copy of the SOFTWARE PRODUCT on one (1) computer ("COMPUTER") solely for the purpose of determining whether the SOFTWARE PRODUCT meets your requirements. You may RUN the SOFTWARE PRODUCT for evaluation use only if you are: (1) an owner or manager of a dairy herd and you are considering using the SOFTWARE PRODUCT in the management of your herd, (2) a Dairy Herd Improvement Association (DHIA) manager or technician considering using the SOFTWARE PRODUCT in your DHIA operation, (3) a consultant considering using the SOFTWARE PRODUCT to analyze the dairy records of your clients, or (4) a student or educator using the SOFTWARE PRODUCT for educational purposes only. You may evaluate the SOFTWARE PRODUCT for a Trial Period of up to 30 days. When the Trial Period is complete, you must either discontinue your use of the SOFTWARE PRODUCT or acquire a full (non-evaluation) license for the SOFTWARE PRODUCT. You may not use the SOFTWARE PRODUCT to perform data processing functions for any other individual or entity by acting as a service bureau, processing center, or otherwise during the 30 day Trial Period.

b.   NON-EVALUATION ("FULL") USE. If, and only if, you have acquired from Amelicor a full (non-evaluation) license for the SOFTWARE PRODUCT, Amelicor grants to you a nonexclusive license to make and use copies of the SOFTWARE PRODUCT for the sole purpose of managing your own herd(s) (defined as a herd of which you are at least a 50% owner). Use of the SOFTWARE PRODUCT for any other purpose or by any other person, including but not limited to consultants using it to analyze dairy records, requires a separate agreement with Amelicor. You may not use the SOFTWARE PRODUCT to perform data processing functions for any other individual or entity by acting as a service bureau, processing center, or otherwise. Unless otherwise authorized by Amelicor, you may install the SOFTWARE PRODUCT on not more than one (1) computer at any one time.

c.   Storage/Network Use. You may store or install a copy of the SOFTWARE PRODUCT on a storage device, such as a network server, used only to install or

run the SOFTWARE PRODUCT on your other computers over an internal network; however, you must acquire a license from Amelicor for each separate computer on which the SOFTWARE PRODUCT is installed or run from the storage device. A license for the SOFTWARE PRODUCT may not be shared or used concurrently on different computers.

d.   Any rights not expressly granted herein are reserved to Amelicor.

2.   LICENSE FEES; EVALUATION PERIOD. Amelicor may, in its sole discretion, elect to furnish the SOFTWARE PRODUCT to you free of charge for use during an evaluation period. If you desire to continue using the SOFTWARE PRODUCT following any such evaluation period, you must pay Amelicor's then-prevailing license fees. Otherwise, this Agreement will automatically terminate as of the expiration of the evaluation period, and the SOFTWARE PRODUCT may include programming to prevent further use thereof.

3.   DATA PROCESSING SERVICES. To obtain the full benefits of the SOFTWARE PRODUCT, you will need to obtain data processing services from a processing center that is interfaced with the SOFTWARE PRODUCT. Licensed users of the SOFTWARE PRODUCT can obtain the required data processing services from Amelicor for an additional fee.

4.   UPGRADES. If the SOFTWARE PRODUCT is an upgrade, you must be properly licensed to use a product identified by Amelicor as being eligible for the upgrade in order to use the SOFTWARE PRODUCT. A SOFTWARE PRODUCT which is an upgrade replaces and/or supplements the product that formed the basis for your eligibility for the upgrade. You may use the resulting upgraded product only in accordance with the terms of this Agreement.

5.   COPYRIGHTS AND OTHER PROPRIETARY RIGHTS. Title to, ownership of, and all copyrights and other proprietary rights in the SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the SOFTWARE PRODUCT), and all copies thereof are reserved to and will remain with Amelicor. You will have no right or interest therein except as a licensee under this Agreement. Therefore, you must treat the SOFTWARE PRODUCT like any other copyrighted material except that you may install the SOFTWARE PRODUCT on a single computer provided you keep the original solely for backup or archival purposes. You may not copy any printed materials accompanying the SOFTWARE PRODUCT unless you have received the prior, express written permission of Amelicor.

6.   TERM AND TERMINATION: This Agreement is effective until terminated. You may terminate it at any time by returning or destroying the SOFTWARE PRODUCT together with all copies in any form. Without prejudice to any other rights, Amelicor may terminate this Agreement if you fail to comply with the terms and conditions of this Agreement. Upon termination of this Agreement for any reason, you agree to return or destroy all copies of the SOFTWARE PRODUCT and all of its component parts.

7.   OTHER RIGHTS AND LIMITATIONS

a.   Limitations on Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT,

except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

b.   Separation of Components. The SOFTWARE PRODUCT is licensed as a single product. Its component parts may not be separated for use on more than one computer.

c.   Rental. You may not rent, lease, or lend the SOFTWARE PRODUCT.

d.   Support Services. Amelicor may provide you with support services related to the SOFTWARE PRODUCT ("Support Services"). Use of Support Services is governed by the Amelicor policies and programs described in the user documentation and/or other information and materials provided by Amelicor. Any supplemental software code provided to you as part of the Support Services shall be considered part of the SOFTWARE PRODUCT and subject to the terms and conditions of this Agreement. With respect to technical information you provide to Amelicor as part of the Support Services, Amelicor may use such information for its business purposes, including for product support and development. Amelicor will not utilize such technical information in a form that personally identifies you.

e.   Software Transfer. This Agreement is not assignable or transferable by you without Amelicor's prior written consent.

f.   Valid Licenses. The SOFTWARE PRODUCT may be installed and used only on computers with validly licensed copies of Microsoft Windows®.

g.   System Requirements. The SOFTWARE PRODUCT may be installed and used only on computers with supported versions of the Microsoft Windows® operating system.

8.   Updates and Enhancements Provided by Amelicor. If DHI Provo at any time after delivery of the SOFTWARE PRODUCT delivers to you an update or enhancement thereof, you agree to install such update or enhancement within 45 days and the relationship of the parties with respect thereto shall be governed by any license agreement entered into between the parties in connection with such delivery. However, if no license agreement is entered into at such time, then any such update or enhancement shall be deemed part of the SOFTWARE PRODUCT for all purposes of this Agreement.

9.   LIMITED WARRANTY

a.   What is Covered. During the ninety (90) day period following the date on which you first install the SOFTWARE PRODUCT, Amelicor warrants that the SOFTWARE PRODUCT will perform substantially in accordance with the related user documentation and instructions. Amelicor does not warrant that your use of the SOFTWARE PRODUCT will be uninterrupted or error free, and Amelicor does not warrant that the SOFTWARE PRODUCT has all of the functions that you will need to perform any particular function or activity. You are solely responsible:
(1)   for the selection of data processing programs and services which will meet your needs, and
(2)   to satisfy your requirements for security, accuracy of input and output, and restart, recovery, and backup in the event of malfunction.

b.   Remedies. If the SOFTWARE PRODUCT does not perform substantially in accordance with the related user documentation and instructions at any time during the 90 day period referred to above (meaning, for purposes of this Limited Warranty that a "defect" exists), you agree promptly to provide Amelicor with sufficient detail with respect thereto to enable Amelicor to verify the defect in the current version of the SOFTWARE PRODUCT. Amelicor agrees to make commercially reasonable efforts to correct a reproducible defect by replacing any defective media or by issuing corrected instructions, a restriction, or a bypass. However, if Amelicor is for any reason unsuccessful in correcting a reproducible defect within a reasonable time, then your sole and exclusive remedy for the breach of Amelicor's warranty shall be to return the SOFTWARE PRODUCT to Amelicor and receive a refund of any license fees you have previously paid to Amelicor with respect to the SOFTWARE PRODUCT.

c.   DISCLAIMER OF OTHER WARRANTIES. To the maximum extent permitted by applicable law, Amelicor disclaims 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 PRODUCT. This limited warranty gives you specific legal rights. You may have others, which vary from state/jurisdiction to state/jurisdiction. NOTWITHSTANDING THE FOREGOING, AMELICOR WARRANTS THAT IT HAS ALL THIRD PARTY LICENSE RIGHTS THAT ARE NECESSARY TO GRANT THE LICENSE RIGHTS SET FORTH HEREIN.

d.   LIMITATION OF LIABILITY. EXCEPT WITH RESPECT TO THE WARRANTY SET FORTH IN THE LAST SENTENCE OF THE "LIMITED WARRANTY" SECTION ABOVE, AMELICOR'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY UNDER THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF (a) $10,000 OR (b) THE AMOUNT OF LICENSE FEES YOU HAVE PAID TO AMELICOR DURING THE CONSECUTIVE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH YOU OR YOUR AGENT PROVIDED AMELICOR WITH WRITTEN NOTICE OF YOUR FIRST CLAIM AGAINST AMELICOR.

e.   NO LIABILITY FOR CONSEQUENTIAL DAMAGES. To the maximum extent permitted by applicable law, in no event shall Amelicor be liable for any special, incidental, indirect, or consequential 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 the SOFTWARE PRODUCT, even if Amelicor has been advised of the possibility of such damages.

10.   U.S. GOVERNMENT RESTRICTED RIGHTS. The SOFTWARE PRODUCT 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 DHI Computing Service, Inc., 1525 West 820 North, P.O. Box 51427, Provo, Utah 84605, U.S.A.

11.   EXPORT RESTRICTIONS. You agree that neither you nor your customers intend to or will, directly or indirectly, export or transmit (i) the SOFTWARE PRODUCT or related documentation and technical data or (ii) any process or service that is the direct product of the SOFTWARE PRODUCT, to any country to which such export or transmission is restricted by any applicable U.S. regulation or statute, without the prior written consent, if required, of the Bureau of

Export Administration of the U.S. Department of Commerce, or such other governmental entity as may have jurisdiction over such export or transmission.

12. MISCELLANEOUS

a. Entire Agreement; Interpretation; Modification. This Agreement, including any other License Agreements between you and Amelicor (which are incorporated herein by this reference), sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, between the parties. The section headings in this Agreement are included only for purposes of convenient reference, and they shall not affect the interpretation of this Agreement. This Agreement may not be amended or modified except by a written instrument signed by both parties.

b. Effect of Invalid or Unenforceable Provisions. This Agreement, to the extent possible, shall be construed so as to give validity to all the provisions hereof. Any provision of this Agreement found to be invalid or unenforceable shall not affect the validity or enforceability of any other provision of this Agreement, and each provision of this Agreement shall be enforced to the fullest extent permitted by applicable law.

c. Taxes. In addition to any other amounts owed under this Agreement, you agree to pay when due (or reimburse Amelicor for) all sales, use, and other taxes which Amelicor is at any time obligated to pay or collect in connection with the license of the SOFTWARE PRODUCT except any taxes based on Amelicor's net income.

d. Governing Law. This Agreement is governed by the laws of the State of Utah, U.S.A.

Should you have any questions concerning this Agreement, or if you desire to contact Amelicor for any reason, you may contact Amelicor at: 1525 West 820 North, P.O. Box 51427, Provo, Utah 84605, U.S.A. (telephone No.: (801) 383-8518 Ext. 6704; E-mail address: dhiplus@amelicor.com).

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