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YOU AGREE TO INDEMNIFY, DEFEND AND HOLD PYRAMID, ITS PARENT, SUBSIDIARY, AND AFFILIATED ENTITIES, AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, SUPPLIERS OF EACH OF THEM HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY AND EXPENSES, COSTS, INCLUDING REASONABLE ATTORNEY FEES INCURRED BY SUCH PARTIES, IN CONNECTION WITH OR ARISING OUT OF YOUR (1) VIOLATION OR BREACH OF ANY TERM OF THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION, WHETHER OR NOT REFERENCED IN THIS AGREEMENT, OR (2) VIOLATION OF ANY RIGHT OF ANY THIRD PARTY, OR (3) USE OR MISUSE OF THE CD.

The provisions of this section shall survive the termination of the Agreement, howsoever caused, but this shall not imply or create any continued right to Use the CD after termination of the Agreement.

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You may not undertake, cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, or disassembly or hacking of the CD or any part thereof.

You agree that Pyramid and its affiliates may collect and use technical information gathered as part of the product support services provided to You, if any, related to the CD. Pyramid may use this information solely to improve our products or to provide customized services or technologies to You and will not disclose this information in a form that personally identifies You.

BINDING ARBITRATION

By Using the CD, You agree with Pyramid that, except as set forth below under "Exceptions to Arbitration," any claim, dispute or controversy ("Claim") by either You or Pyramid against the other, whether related to the CD or otherwise, including the enforceability of this arbitration agreement, will be resolved by binding arbitration. This arbitration agreement is subject to the Federal Arbitration Act (9 U.S.C. §§ 1-16).

IN ABSENCE OF THIS ARBITRATION AGREEMENT, YOU AND WE MAY OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE CLAIMS THROUGH A COURT, AND/OR TO PARTICIPATE OR BE REPRESENTED IN COURT BY OTHERS, BUT ALL CLAIMS EXCEPT AS SET FORTH BELOW UNDER "EXCEPTIONS TO ARBITRATION," MUST NOW BE RESOLVED THROUGH ARBITRATION.

The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website www.adr.org. The determination of whether a Dispute is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. The arbitration may be conducted in person, through the submission of documents, by telephone or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in this Agreement, You and Pyramid may litigate in court to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

Restrictions. You and Pyramid agree that any arbitration shall be limited to the Dispute between Pyramid and You individually. To the full extent permitted by law, (1) no arbitration shall be joined with any other; (2) there is no

right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (3) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions to Arbitration. You and Pyramid agree that the following Disputes are not subject to the above provisions concerning binding arbitration: (1) any Disputes seeking to enforce or protect, or concerning the validity of, any of Your or Pyramid's intellectual property rights; (2) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (3) any claim for injunctive relief.

ENFORCEABILITY

If any part of this Agreement is found void and/or unenforceable, it will not affect the validity of the balance of this Agreement, which shall remain valid and enforceable according to its terms. This Agreement shall not prejudice the statutory rights of any party dealing as a consumer. This Agreement may only be modified by a written document signed by an authorized officer of Pyramid. Updates may be licensed to You by Pyramid with additional or different terms. This is the entire agreement between Pyramid and You relating to the CD and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the CD.

CAPTIONS AND SECTION NUMBERS

The captions and section numbers appearing anywhere in this Agreement are inserted only as a matter of convenience for reference and in no way define, limit, construe or describe the scope or intent of this Agreement or of any such provision or clause of this Agreement nor in any other way affect this Agreement or any part thereof.

TERMINATION

Without prejudice to any other rights, Pyramid may terminate the license granted under this Agreement if You fail to comply with the terms and conditions of this Agreement. In such event, You must destroy all copies of the CD and all of its component parts.

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Pyramid reserves the right to change this Agreement at any time by publishing the revised Agreement on the Pyramid Website. The revised Agreement shall become effective within thirty (30) days of such publication, unless You expressly accept the revised Agreement earlier by clicking on the accept button. Your express acceptance, or Your continued use of the CD after expiry of the notice period of thirty (30) days, shall constitute Your acceptance to be bound by the terms and conditions of the revised Agreement. You can find the latest version of this Agreement at www.pecs.com. Pyramid reserves the right to change any of the Additional Terms from time to time and such changes shall become effective either within thirty (30) days of publication of the revised version on the Website (unless You expressly accept the revised terms earlier by clicking on the accept button if this option is made available), or within the timeframe set out in the applicable terms if different.

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