LICENSE & WARRANTY INFORMATION

This is a legal agreement between you, the end user, and PlayMaker, Inc. Be sure to read the following agreement before using the software. BY USING THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PROMPTLY REMOVE THE SOFTWARE FROM YOUR HARD DRIVE.

PLAYMAKER, INC. SOFTWARE LICENSE

- 1. GRANT OF LICENSE. PlayMaker, Inc. grants to you the right to use one copy of the enclosed software program (the "SOFTWARE") on a single computer (i.e. with a single CPU). You may not network the SOFTWARE or otherwise use it on more than one computer at the same time.
- 2. COPYRIGHT. The SOFTWARE is owned by PlayMaker, Inc. 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. All applicable rights to patents, copyrights, trademarks, servicemarks and trade secrets are and shall remain with PlayMaker, Inc.
- 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. In order to protect PlayMaker, Inc.'s trade secrets and copyrights in the SOFTWARE, you agree to reproduce and incorporate PlayMaker, Inc.'s trade secret or copyright notice in all such copies. You may not electronically transfer the SOFTWARE from one computer to another. You may not modify, adapt, translate, reverse engineer, decompile, or disassemble the SOFTWARE.
- 4. MISCELLANEOUS. This entire agreement and warranty are governed by the laws of the State of Maryland.

PLAYMAKER'S LIMITED NINETY-DAY WARRANTY

PlayMaker warrants for a period of ninety (90) days following the original retail purchase of this copy of PlayMaker Football™ that the program is free from substantial errors or defects that will materially interfere with the operation of the program as described in the enclosed user documentation. This policy applies to the initial purchaser only.

If you believe you have found any such error or defect in the program during the warranty period, call PlayMaker's Technical Support Department, 410/628-0028 between the hours of 8 a.m. and 5 p.m. (Eastern time), Monday through Friday. PlayMaker technical personnel will attempt to help you correct or avoid the problem. If

any such error or defect cannot be corrected or reasonably avoided by the customer, PlayMaker will inform you how to obtain a corrected program disk (or, at PlayMaker's option, PlayMaker may authorize a refund of your purchase price).

The foregoing procedure shall constitute the sole remedy available to you to correct perceived errors or defects in the program.

This warranty gives you specific legal rights, and you may also have rights which vary from state to state.

LIMITATIONS ON WARRANTY

Unauthorized representations: PlayMaker warrants only that the program will perform as described in the user documentation. No other advertising, description, or representation, whether made by a PlayMaker dealer, distributor, agent, or employee, shall be binding upon PlayMaker or shall change the terms of this warranty.

IMPLIED WARRANTIES LIMITED: EXCEPT AS STATED ABOVE, PLAYMAKER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, REGARDING THIS PRODUCT. PLAYMAKER DISCLAIMS ANY WARRANTY THAT THE SOFTWARE IS FIT FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY OF MERCHANTABILITY SHALL BE LIMITED TO THE NINETY (90) DAY DURATION OF THIS LIMITED EXPRESS WARRANTY AND IS OTHERWISE EXPRESSLY AND SPECIFICALLY DISCLAIMED. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

NO CONSEQUENTIAL DAMAGES: PLAYMAKER SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES, EVEN IF PLAYMAKER IS ADVISED OF OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THIS MEANS THAT PLAYMAKER SHALL NOT BE RESPONSIBLE OR LIABLE FOR LOST PROFITS OR REVENUES, OR FOR DAMAGES OR COSTS INCURRED AS A RESULT OF LOSS OF TIME, DATA, OR USE OF THE SOFTWARE, OR FROM ANY OTHER CAUSE EXCEPT THE ACTUAL COST OF THE PRODUCT. IN NO EVENT SHALL PLAYMAKER'S LIABILITY EXCEED THE PURCHASE PRICE OF THIS PRODUCT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

The user of this product shall be entitled to use the product for his or her own use, but shall not be entitled to sell or transfer reproductions of the software or manual to other parties in any way, nor to rent or lease the product to others without the prior written permission of PlayMaker. For technical support, on this or any other PlayMaker product call 410/628-0028.