

THE LEARNING COMPANY, INC. LICENSE AGREEMENT

SINGLE-USER PRODUCTS

This is a legal agreement between you (either an individual or an entity) and The Learning Company, Inc. ("The Learning Company"). BY OPENING THE SEALED PACKAGES CONTAINING THE DISKS OR BY USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, AND YOU ARE THE ORIGINAL PURCHASER OF THE SOFTWARE, PROMPTLY RETURN THE SOFTWARE (INCLUDING PRINTED MATERIALS) TO THE PLACE WHERE YOU PURCHASED THEM FOR A FULL REFUND.

THE LEARNING COMPANY SOFTWARE LICENSE

GRANT OF LICENSE. This License Agreement permits you to use one copy of The Learning Company software (the "Software"), which may include electronic documentation, on a single computer/workstation. The Software is "in use" on a computer when it is loaded into the temporary memory (i.e. RAM) or installed into permanent memory (e.g. hard disk, CD-ROM drive or other storage device) of that computer. You may not use the software on or over a network or any other transfer device without each concurrent user having an original copy of the Software and its documentation.

COPYRIGHT. All intellectual property rights in the Software (including all animations, audio, images, maps, music, photographs, video, and text incorporated into the Software) are owned by The Learning Company, its suppliers and licensors, and are protected by United States copyright laws and international treaty provisions. The Learning Company, its suppliers and licensors retain all rights not expressly granted. You must treat the Software like any other copyrighted material, except that you may either make one copy of the Software solely for backup or archival purposes or transfer the Software to a single hard disk provided you keep the original solely for backup or archival purposes. You may not copy the printed materials accompanying the Software. You may not loan, rent or lease the Software, but you may transfer your rights under this Agreement on a permanent basis provided you transfer the license granted by this Agreement, the Software and all associated printed materials, and retain no copies, and the recipient agrees to the terms of this Agreement. You may not reverse engineer, decompile or disassemble the Software, except to the extent this restriction is expressly prohibited by applicable law. You may not distribute printed copies of any user documentation provided in electronic format. The restrictions contained herein apply equally to hybrid CD-ROMS which may contain multiple versions of the Software for use on different operating systems. Regardless of the type of media you receive, you may use only the portion appropriate for your single-user computer/workstation.

LIMITED WARRANTY

LIMITED WARRANTY. The Learning Company, its suppliers and licensors warrant that the media on which the Software is distributed are free from defects in materials and workmanship for a period of ninety (90) days from the time of receipt. ANY AND ALL OTHER IMPLIED WARRANTIES WITH RESPECT TO THE SOFTWARE AND THE ACCOMPANYING WRITTEN MATERIALS, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO NINETY (90) DAYS.

REMEDIES. Your exclusive remedies shall be, at The Learning Company's sole option, (a) the refund of the amount you paid for the Software or (b) repair or replacement of the Software provided that (i) the defective Software is returned to The Learning Company or an authorized dealer within ninety (90) days from the date of purchase and (ii) you have completed and returned the enclosed registration card. 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.

LIMITATION OF LIABILITIES. IN NO EVENT WILL THE LEARNING COMPANY, ITS SUPPLIERS AND LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, ECONOMIC, COVER OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, USER DOCUMENTATION OR RELATED TECHNICAL SUPPORT, INCLUDING WITHOUT LIMITATION, DAMAGES OR COSTS RELATING TO THE LOSS OF PROFITS, BUSINESS, GOODWILL, DATA OR COMPUTER PROGRAMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE LEARNING COMPANY, ITS SUPPLIERS' AND LICENSORS' LIABILITY EXCEED THE AMOUNT PAID BY YOU FOR THE SOFTWARE. BECAUSE SOME JURISDICTIONS 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

U.S. GOVERNMENT RESTRICTED RIGHTS. The Software and user documentation is provided with RESTRICTED RIGHTS AND LIMITED 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. The Learning Company, Inc., One Athenaeum Street, Cambridge, MA 02142.

IMPORTANT NOTE: *In order to receive technical support and notification of product upgrading and enhancements, please register this product.*