SELECTSOFT END USER LICENSE AGREEMENT

SINGLE-USER PRODUCTS

THIS IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR AN ENTITY) AND SELECTSOFT PUBLISHING, AND ITS SUBSIDIARIES AND AFFILIATES ("SELECTSOFT"). THIS AGREEMENT IS GOVERNED BY THE INTERNAL SUBSTANTIVE LAWS OF THE STATE OF CALIFORNIA (AND NOT BY THE 1980 UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, AS AMENDED). BY INSTALLING OR 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, REMOVE THE PRODUCT FROM YOUR HARD DRIVE AND PERMANENTLY ERASE ALL COPIES OF THE SOFTWARE. IF YOU ARE THE ORIGINAL INSTALLER OF THE SOFTWARE YOU MAY PROMPTLY RETURN THE SOFTWARE (INCLUDING PRINTED MATERIALS) WITH PROOF OF PURCHASE TO THE PLACE WHERE IT WAS PURCHASED FOR A FULL REFUND OF THE AMOUNT PAID OR STORE CREDIT (AS APPLICABLE).

SELECTSOFT SOFTWARE LICENSE

GRANT OF LICENSE. This License Agreement permits you to use one copy of **SELECTSOFT** software or download (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 Cache) or installed into permanent memory (e.g., hard disk, CD-ROM drive, or other storage device) of that computer. This License does not constitute a sale and does not authorize a sale of the Software or anything created thereby. All intellectual property (including copyright, trademark and patent) in the Software, including all animations, audio, images, maps, music, photographs, video, and text incorporated into the Software, are owned by **SELECTSOFT** and its affiliates, suppliers and licensors retain all rights not expressly granted. You must treat the Software like any other copyrighted material, except that you may make one copy of the Software solely for backup or archival purposes. You may transfer your rights under this Agreement on a permanent basis provided you transfer the license granted by this Agreement, and the Software and all associated printed materials, and you retain no copies, and the recipient agrees to all of the terms of this Agreement.

• You may not use the software on or over a network or any other transfer device (including the Internet) except in a manner using the network and online functions included in the Software, if any. Use of the Software on more than one computer constitutes copyright infringement and may be punishable by civil fines, criminal penalties, or both.

• You may not rent or lease the Software, but schools and libraries may lend the Software to third parties provided the Software is in CD format and each end user is given a copy of this License Agreement which will govern the use of such Software.

• You may not modify, translate, reverse engineer, decompile, or disassemble the Software, except to the extent that this restriction is expressly prohibited by applicable law.

- You may not remove any proprietary notices or labels in the Software.
- You may not copy the printed materials accompanying the Software or distribute printed copies of any user documentation provided in electronic format.
- You may not publicly perform or publicly display the Software.

This CD-ROM, Software, or download may contain proprietary property of SELECTSOFT, or of others which has been licensed to the Company, such as fonts, sound effects, music, animations, flash, images, and clip art ("StockClips"). There are no additional usage fees or royalty fees for the StockClips, provided, however, that you may reproduce the StockClips only as a graphic design element of a personal or professional Website, printed publication, product packaging, and or other multimedia application. Republication, reproduction, or any other distribution or sale of the StockClips in any other way, whether in print or electronic form, is strictly prohibited.

Unauthorized reproduction, transfer, or use of StockClips images or media may be a criminal offense under International, Federal and/or State Law.

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. In the event you fail to comply with any of the terms or conditions of this license, your rights to use the Software will end, you will stop using the Software, remove the Software from your computer, and permanently erase all copies of the Software. You may not export or reexport the Software or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations.

LIMITED WARRANTY

LIMITED WARRANTY. SELECTSOFT and its affiliates, suppliers and licensors warrant to the original installer of the Software, for a period of ninety (90) days from the date of purchase, that the media on which the Software is distributed is substantially free from defects in materials and workmanship. ANY AND ALL OTHER IMPLIED WARRANTIES WITH RESPECT TO THE SOFTWARE, CD-ROM, AND THE ACCOMPANYING WRITTEN MATERIALS, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

REMEDIES. Your exclusive remedy will be, at **SELECTSOFT**'s sole option, (a) the refund of the amount you paid for the Software or (b) repair or replacement of the Software, provided that the defective Software is returned to **SELECTSOFT** (contact support@selectsoft.com <<u>mailto:support@selectsoft.com</u>>) along with proof of the date of purchase within ninety (90) days from the date of purchase. This Limited Warranty is void if failure of the Software has resulted from accident, abuse, neglect or misapplication. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Except as set forth above, the Software is sold "as-is", without any express or implied warranties of any kind.

LIMITATION OF LIABILITIES. IN NO EVENT WILL SELECTSOFT OR ITS AFFILIATES, SUPPLIERS AND LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, ECONOMIC, COVER, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, CD-ROM, USER DOCUMENTATION, OR RELATED TECHNICAL SUPPORT, INCLUDING, WITHOUT LIMITATION, DAMAGES OR COSTS RELATING TO THE LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, TIME OR COMPUTER PROGRAMS, COMPUTER HARDWARE OR CD-ROM, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL SELECTSOFT'S AND ITS AFFILIATES', SUPPLIERS' AND LICENSORS' LIABILITY EXCEED THE AMOUNT PAID BY YOU FOR THE SOFTWARE REGARDLESS OF THE FORM OF THE CLAIM (INCLUDING, WITHOUT LIMITATION, ANY CONTRACT, PRODUCT LIABILITY, OR TORT CLAIM). 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. 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.

Copyright (c) 2006 Selectsoft Publishing. All rights reserved. Use of the products on this disc is subject to certain license agreements, restrictions, and limitations of warranty under the license agreements accompanying them.

This program's installer uses technology from Nullsoft, Inc. http://www.nullsoft.com/

All trademarks and registered trademarks are the property of their respective owners.