

Please Read This Information Carefully!

**JUDY'S TENKEY™
LIMITED WARRANTY INFORMATION**

This agreement shall be governed by the laws of the State of California and shall inure to the benefit of Judy's Applications and any successors, administrators, heirs and assigns. Any action or proceeding brought by either party against the other arising out of or related to this agreement shall be brought only in a state or federal court of competent jurisdiction located in Santa Clara County, California. The parties hereby consent to in personam jurisdiction of said courts.

TRIAL USE (Shareware Evaluation) VERSION

This software is provided for evaluation only, on an "AS IS" basis. Judy's Applications disclaims all warranties relating to this software, whether expressed or implied, including but not limited to any implied warranties or merchantability or fitness for a particular purpose. Neither Judy's Applications nor anyone else involved in the creation, production, or delivery of this software shall be liable for any indirect, consequential, or incidental damages arising out of the use or inability to use such software, even if Judy's Applications has been advised of the possibility of such damages or claims. The person using the software bears all risk as to the quality and performance of the software.

REGISTERED VERSION

Judy's Applications warrants the physical diskette provided with registered versions to be free of defects in materials and workmanship for a period of ninety days from the date of registration. If Judy's Applications receives notification within the warranty period of defects in materials or workmanship, and such notification is determined by Judy's Applications to be correct, Judy's Applications will replace the defective diskette.

Furthermore, if the licensee reports a serious problem in using Judy's TenKey within 90 days of registration, Judy's Applications will either fix the problem or refund the registration fee.

The entire and exclusive liability and remedy for breach of this Limited Warranty shall be limited to replacement of defective diskettes or refund of registration fee. Judy's Applications disclaims all other warranties relating to this software, whether expressed or implied, including but not limited to any implied warranties or merchantability or fitness for a particular purpose. Neither Judy's Applications nor anyone else involved in the creation, production, or delivery of this software shall be liable for any indirect, consequential, or incidental damages arising out of the use or inability to use such software, even if Judy's Applications has been advised of the possibility of such damages or claims. The person using the software bears all risk as to the quality and performance

of the software. In no event will Judy's Applications' liability for any damages to you or any other person ever exceed the lower of suggested list price or actual price paid for the license to use the software, regardless of any form of the claim.