

ASAP WordPower License Agreement

This blank Help panel is used in support of the Software License Agreement.

ASAP WORDPOWER ELECTRONIC SOFTWARE LICENSE AGREEMENT

NOTICE TO USER: THIS IS A CONTRACT. BY YOUR USE OF THIS PROGRAM YOU ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS CONTRACT.

LICENSE

Software Publishing Corporation ("SPC") grants you a non-exclusive, non-transferable license to use this copy of the software program and accompanying documentation, if any, and any updates or upgrades thereto provided by SPC according to the terms set forth below. If the software is being provided to you as an update or upgrade to software which you have previously licensed, then you agree to destroy all copies of the prior release of this software within thirty (30) days after entering into this Agreement; provided, however, that you may retain one copy of the prior release for backup purposes.

You may:

- a. install the software on only one computer or network node, and you may make a second copy of the software onto either a home computer or a portable computer provided that the software is installed on a single computer which is used by you at least eighty percent (80%) of the time that the computer is in use,
- b. make one (1) copy of the software in machine readable form solely for backup purposes, provided that you reproduce all proprietary notices on the copy, and
- c. physically transfer the software from one computer to another, provided that the software is removed from the computer or network node on which it was installed and is used only on one computer or network node at a time except as provided in subsection (a) above.

You may not:

- a. use the software on more than one computer or network node at a time or in a multi-user system,
- b. modify, translate, reverse engineer, decompile or disassemble the software (except to the extent that such acts may not be prohibited under applicable law),
- c. copy the software (except as provided above) or copy the accompanying documentation,
- d. rent, transfer, or grant any rights in the software or accompanying documentation in any form to any person without the prior written consent of SPC, or
- e. remove any proprietary notices, labels, or marks on the software and accompanying documentation.

This license is not a sale. Title and copyrights to the software, accompanying documentation and any copy made by you remain with SPC. Unauthorized copying of the software or the accompanying documentation, or failure to comply with the above restrictions, will result in automatic termination of this license and will make available to SPC other legal remedies.

TERM (Trial Version Only)

If you are using the Trial Version of this software, this license expires thirty (30) days after installation or after one hundred (100) hours of use of the software within such thirty (30) day period.

LIMITED WARRANTY AND DISCLAIMER

SPC warrants that, for a period of ninety (90) days from the date of delivery to you, the diskettes on which the software is furnished under normal use will be free from defects in materials and workmanship.

SPC's entire liability and your exclusive remedy under this warranty (which is subject to your returning the software to SPC) will be, at SPC's option, to use reasonable commercial efforts to attempt to correct or work around errors, or to replace the software or diskettes with functionally equivalent software or diskettes, as applicable.

EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, SPC MAKES AND YOU RECEIVE NO WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY, OR IN ANY COMMUNICATION WITH YOU, AND SPC SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT AND THEIR EQUIVALENTS. SPC does not warrant that the operation of the software will be uninterrupted or error free or that the software will meet your specific requirements.

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

LIMITATION OF LIABILITY

IN NO EVENT WILL SPC BE LIABLE FOR LOSS OF DATA, LOST PROFITS, COST OF COVER, OR OTHER SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES ARISING FROM THE USE OF THE SOFTWARE OR ACCOMPANYING DOCUMENTATION, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF SPC OR AN AUTHORIZED DISTRIBUTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT WILL SPC'S LIABILITY EXCEED THE AMOUNTS PAID FOR THE SOFTWARE. YOU ACKNOWLEDGE THAT THE AMOUNTS PAID BY YOU FOR THE SOFTWARE REFLECT THIS ALLOCATION OF RISK.

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

GENERAL

This Agreement shall not be governed by the 1980 U. N. Convention on Contracts for the International Sale of Goods; rather, this Agreement shall be governed by the laws of the State of California, U.S.A., including its Uniform Commercial Code, without reference to conflicts of laws principles. This Agreement is the entire Agreement between us and supersedes any other communications or advertising with respect to the software and accompanying documentation. If any provision of this Agreement is held invalid or unenforceable, such provision shall be revised to the extent necessary to cure the invalidity or unenforceability, and the remainder of this Agreement shall continue in full force and effect. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subdivision (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, the Commercial Computer Software Restricted Rights clause at FAR 52.227-19, or other comparable regulations of other government agencies, as applicable. You agree not to allow the software to be sent to or used in any other country except in compliance with applicable U. S. laws and regulations. In the event of any conflict between any provision of this Agreement and any applicable law, the provision or provisions of this Agreement affected shall be modified to remove such conflict and permit compliance with such law and as so modified this Agreement shall continue in full force and effect.

If you have any questions and you are a customer in the United States, Canada, Latin America, or the Asia-Pacific region, please contact in writing: Software Publishing Corporation Customer Service, 111 North Market Street, San Jose, California 95113; all other customers please contact in writing: Software Publishing Corporation, Customer Service, Pyramid House, Easthampstead Road, Bracknell, Berkshire RG12 1YW England.

