

Single User License Agreement

LICENSE AGREEMENT, LIMITED WARRANTY, AND DISCLAIMER

PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE USING THIS SOFTWARE. This agreement is legally binding upon you, any end user, and McGraw-Hill. By using this software, you are agreeing to each term of this agreement, including the software license, limited warranty and disclaimer.

As a party to this License Agreement, you, the Licensee, agree to the following terms and conditions:

- 1. SOFTWARE OWNERSHIP.** AS THE LICENSEE, YOU OWN THE CD-ROM(S) ON WHICH THE PROGRAM ("Software") is recorded or fixed. McGraw-Hill and its licensors shall retain full and complete title to the Software recorded on the enclosed CD-ROM(S) and all subsequent copies of the Software, regardless of the media or form on or in which the original CD-ROM(S) or other copies may exist, including copies which are made in violation of the terms of this License. This License shall not be considered a "sale" of the original Software.
- 2. LICENSE GRANT.** In consideration of payment of the Licensee fee, which is a portion of the price you paid, McGraw-Hill grants to Licensee a nonexclusive right to use and display this copy, and only this copy, of the Software on a single computer on a single video screen at a single location. All rights not expressly granted to Licensee are reserved to McGraw-Hill.
- 3. COPYRIGHT RESTRICTIONS.** This Software and the accompanying content (printed, written, digital or otherwise) are copyrighted. Unauthorized copying of the Software, including those instances where the Software has been modified, merged or included with other Software, or of the accompanying content, for any reason, is expressly forbidden. Licensee may be held liable for copyright infringement which results from such unauthorized copying.
- 4. RESTRICTIONS ON USE.** Licensee may physically transfer the Software from one computer to another, provided that the Software is used on only one computer at any one time. Except for the initial loading of the Software on a hard disk or for archival or backup purposes, Licensee shall not, without the prior written consent of McGraw-Hill (such consent to be granted or withheld at McGraw-Hill's sole discretion for any reason):
 - (a) copy, reproduce or publish the Software;
 - (b) electronically transfer the Software to multiple computers over a network system;
 - (c) distribute copies of the Software or accompanying materials to others;
 - (d) modify, adapt, translate, reverse engineer, decompile, disassemble or create derivative works based on the Software; or
 - (e) modify, adapt, translate or create derivative works based on the printed, electronic, or written accompanying content;
 - (f) resell the Software or any content;
 - (g) loan, rent or lease the Software or any content;
 - (h) transfer the License or related rights.
- 5. TERMINATION.** This License Agreement will automatically terminate if Licensee fails to comply with any term of this Agreement. No notice shall be required from McGraw-Hill to effect such termination. Upon termination, Licensee shall immediately destroy the software, all copies thereof, and the printed and written materials, or return all of the same to McGraw-Hill at Licensee's expense.
- 6. SOFTWARE UPDATES.** Updated versions of the Software may be created or issued by McGraw-Hill from time to time. At its sole option, McGraw-Hill may make such updates available to the Licensee or authorized transferees who have returned the registration card, paid the update fee, and returned the original CD-ROM to McGraw-Hill.

LIMITED WARRANTY AND DISCLAIMER

McGraw-Hill warrants that the physical media on which the program is furnished under normal use will be free from defects for sixty (60) days from the date of delivery to you by McGraw-Hill or McGraw-Hill's authorized representative or distributor. Your receipt shall be evidence of the date of delivery.

The Software and accompanying materials are provided "as is" without warranty of any kind, either express or implied. The complete risk as to the quality and performance of any non-warranted program is with you. Should the program prove defective, you assume the entire cost of all necessary servicing, repair, or correction.

McGraw-Hill and its licensors make no warranty or representation that the functions contained in its program will meet your requirements or that the operation of the program will be uninterrupted or error free or that the program defects are correctable.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY McGRAW-HILL, ITS DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES SHALL CREATE WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS LIMITED WARRANTY. THE DURATION OF ANY IMPLIED WARRANTY SHALL BE LIMITED TO THE DURATION OF THE LIMITED WARRANTIES SET FORTH HEREIN.

REMEDIES. McGraw-Hill's entire liability and your exclusive remedy shall be limited to replacing the defective media if returned to McGraw-Hill or an authorized representative of McGraw-Hill (at your expense) accompanied by dated proof of purchase satisfactory to McGraw-Hill not later than one week after the end of the warranty period, provided you have first received a Return Authorization by calling or writing McGraw-Hill in advance. This warranty shall not apply if the CD-ROM has been damaged by negligence, accident, improper or unreasonable use, or by any other causes unrelated to defective materials or workmanship.

THE MAXIMUM LIABILITY OF McGRAW-HILL AND ITS LICENSORS SHALL BE THE PURCHASE PRICE OF THE SOFTWARE. IN NO EVENT SHALL McGRAW-HILL AND ITS LICENSORS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES FOR TORT, CONTRACT, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SOFTWARE, EVEN IF McGRAW-HILL OR McGRAW-HILL'S AUTHORIZED REPRESENTATIVE WAS PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY OTHER CLAIM BY YOU OR ANY OTHER PERSON. IN ANY EVENT, McGRAW-HILL AND ITS LICENSORS' LIABILITY SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY THE LICENSEE. SOME STATES DO NOT ALLOW LIMITATIONS ON THE LENGTH OF AN IMPLIED WARRANTY OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties hereto relating to the subject matter hereof and supersedes all prior or contemporaneous representations or agreements of the parties whether written or oral. No waiver or modification of any of the terms hereof shall be valid unless in writing and signed by all parties. No waiver of any breach shall be deemed a waiver of any subsequent breach. If any provision of the Agreement is held to be invalid or unenforceable, the remaining provisions shall be affected.

GOVERNING LAW. This Agreement and Limited Warranty are governed by the laws of the State of Iowa.

All warranty matters should be addressed to:

McGraw-Hill Company
2460 Kerper Blvd.
Dubuque, Iowa 52001
Attn: New Media Dept.