

Personal Backup X

©2001-2002 Intego, Inc. All Rights Reserved

Please read ALL of this Read Me prior to using Personal Backup X.

License Agreement ("Agreement")

Intego - Personal Backup X

This license agreement governs Personal Backup X("Software"). By pressing the "Accept" button you enter into the terms of this binding contract between you ("you" or "User") and Intego, Inc. ("INTEGO"). If you do not agree with the terms of this license, choose the "Decline" button below and exit the installation of Personal Backup X. Installation of the Software constitutes acceptance of the terms of this License Agreement.

Grant of License: Subject to the terms and conditions of this Agreement, INTEGO hereby grants you a limited, nonexclusive license to install and use the object code version of the Software, a copy of which is provided herewith, on a single personal computer.

Limitations: The Software is licensed, not sold, to you. You must retain all copyright and related notices of INTEGO's ownership and other rights in the Software in the product, labeling and documentation provided. Furthermore, you may not: (a) modify, translate, de-compile, reverse engineer, disassemble or otherwise decode the Software; (b) copy any of the Software other than as reasonably required for your own personal use of the Software in accordance with this Agreement; or (c) sublicense, sell, rent, lend, transfer, post, transmit, distribute or otherwise make the Software available to anyone else, except that you may permanently transfer the Software and accompanying materials provided you retain no copies and the recipient agrees to the terms of this Agreement.

Trademarks: You acknowledge that INTEGO, Personal Backup (tm) and related logos and designs are trademarks of INTEGO and that no rights in such trademarks are granted to you by this Agreement.

Support: INTEGO reserves the right to modify the Software from time to time without obligation to notify you, or any other person or organization of such revision or change.

Limitation of Liability: IN NO EVENT WILL INTEGO BE LIABLE FOR ANY DAMAGES, INCLUDING LOSS OF DATA, LOST OPPORTUNITY OR PROFITS, COST OF COVER OR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, DIRECT OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THE USE OF THE SOFTWARE, HOWEVER CAUSED ON ANY THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF INTEGO HAS BEEN ADVISED OR GIVEN NOTICE OF THE POSSIBILITY OF SUCH DAMAGE. THE ENTIRE RISK AS TO THE USE OF THE SOFTWARE IS ASSUMED BY THE USER. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES, THIS LIMITATION MAY NOT APPLY TO YOU.

Disclaimer of Warranty: TO THE EXTENT PERMITTED BY APPLICABLE LAW ALL INTEGO SOFTWARE, INCLUDING THE IMAGES AND/OR COMPONENTS, IS PROVIDED "AS IS" AND WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY KIND BY EITHER INTEGO OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF SUCH SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. NO COVENANTS, WARRANTIES OR INDEMNITIES OF ANY KIND ARE GRANTED BY INTEGO TO THE USER.

Termination: If you do not accept the terms of this license, you agree to destroy all copies of the Software in your possession and control.

Government Rights: If used or acquired by the Government, the Government acknowledges that (a) the Software constitutes "commercial computer software" or "commercial computer software documentation" for purposes of 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-3, as applicable and (b) the Government's rights are limited to those specifically granted to you pursuant to this License. The contractor/manufacture is INTEGO, 6301 Collins Avenue, Suite 1806, Miami FL 33141.

Export Control Obligations: You will not export or re-export any Licensed Software in violation of any law, regulation, order or other governmental requirement (including, without limitation, the U.S. Export Administration Act, regulations of the Department of Commerce and other export controls of the U.S.). You shall, at your own expense, promptly obtain and arrange for the maintenance of all non-U.S.A. government approvals, if any, and comply with all applicable local laws and regulations as may be necessary for performance under this Agreement.