IDG BOOKS WORLDWIDE (IDG) LICENSE AGREEMENT

Windows 98 Secrets

- **1. License.** This License Agreement (Agreement) permits you to use one copy of the enclosed Software program(s) on a single computer. The Software is in "use" on a computer when it is loaded into temporary memory (i.e., RAM) or installed into permanent memory (e.g., hard disk, CD-ROM, or other storage device) of that computer.
- 2. Copyright. The entire contents of this disc and the compilation of the Software are copyrighted and protected by both United States copyright laws and international treaty provisions. You may only (a) make one copy of the Software for backup or archival purposes, or (b) transfer the Software to a single hard disk, provided that you keep the original for backup or archival purposes. The individual programs on the disc are copyrighted by the authors of each program respectively. Each program has its own use permissions and limitations. To use each program, you must follow the individual requirements and restrictions detailed for each on the CD-ROM and in this book. Do not use a program if you do not want to follow its Licensing Agreement. None of the material on this disc or listed in this Book may ever be distributed, in original or modified form, for commercial purposes.
- 3. Other Restrictions. You may not rent or lease the Software. You may transfer the Software and user documentation on a permanent basis provided you retain no copies and the recipient agrees to the terms of this Agreement. You may not reverse engineer, decompile, or disassemble the Software except to the extent that the foregoing restriction is expressly prohibited by applicable law. If the Software is an update or has been updated, any transfer must include the most recent update and all prior versions. Each shareware program has its own use permissions and limitations. These limitations are contained in the individual license agreements that are on the software disc. The restrictions include a requirement that after using the program for a period of time specified in its text, the user must pay a registration fee or discontinue use. By opening the package which contains the software disc, you will be agreeing to abide by the licenses and restrictions for these programs. Do not open the software package unless you agree to be bound by the license agreements.
- **4. Limited Warranty.** IDG warrants that the Software and disc are free from defects in materials and workmanship for a period of sixty (60) days from the date of purchase of this Book. If IDG receives notification within the warranty period of defects in material or workmanship, IDG will replace the defective disc. IDG's entire liability and your exclusive remedy shall be limited to replacement of the Software, which is returned to IDG with a copy of your receipt. This Limited Warranty is void if failure of the Software has resulted from accident, abuse, or misapplication. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

- **5. No Other Warranties.** To the maximum extent permitted by applicable law, IDG and the authors disclaim all other warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, with respect to the Software, the programs, the source code contained therein and/or the techniques described in this Book. This limited warranty gives you specific legal rights. You may have others which vary from state/jurisdiction to state/jurisdiction.
- **6. No Liability For Consequential Damages.** To the extent permitted by applicable law, in no event shall IDG or the authors be liable for any damages whatsoever (including without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the Book or the Software, even if IDG has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.
- **7. U.S. Government Restricted Rights.** Use, duplication, or disclosure of the Software by the U.S. Government is subject to restrictions stated in paragraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause of DFARS 252.227-7013, and in subparagraphs (a) through (d) of the Commercial Computer—Restricted Rights clause at FAR 52.227-19, and in similar clauses in the NASA FAR supplement, when applicable.