TERMS AND CONDITIONS

READ THIS AGREEMENT BEFORE USING THIS COMPUTER LIFE CD-ROM DISK ("CD"). BY USING THE CD YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. The articles and other textual materials from Computer Life, multimedia software and associated documentation and other software and associated documentation, and other materials included on this CD and their compilation, whether on disk, in read only memory or any other media (the "Collection") are licensed to you subject to the terms and conditions of this agreement by Ziff-Davis Publishing Company, having a place of business at One Park Avenue, New York, New York 10016-5802 ("Ziff-Davis"). Your rights to use other programs and materials included on the CD are also governed by any separate agreements distributed with those programs and materials on the CD (the "Other Agreements"). In the event of any inconsistencies between this Agreement and any of the Other Agreements those agreements shall govern. By using this Collection, in whole or in part, you agree to be bound by the terms and conditions of this Agreement and the Other Agreements. Ziff-Davis owns the title to the Collection and to all intellectual property rights therein, except insofar as it contains materials that are proprietary to third-party suppliers. All rights in the Collection except those expressly granted to you in this Agreement are reserved to Ziff-Davis and such suppliers, as their respective interests may appear.

1. Limited License

Ziff-Davis grants you a limited nonexclusive, nontransferable license to use the Collection on a single dedicated computer. This Agreement and your rights hereunder shall automatically terminate if you fail to comply with any provision of this Agreement. Upon such termination, you agree to destroy the CD and all copies of the CD, whether or not lawful, that are in your possession or under your control.

2. Additional Restrictions

- A. You shall not (and shall not permit other persons or entities to) directly or indirectly, by electronic or other means, reproduce (except for archival purposes as permitted by law), publish, distribute, network, rent, lease, loan, sell, sublicense, assign or otherwise transfer the Collection or any part thereof or this Agreement. Any attempt to do so, shall be void and of no effect.
- B. You shall not (and shall not permit other persons or entities) to reverse-engineer, decompile, disassemble (or otherwise reduce the Collection, or any part thereof, to a human-perceivable form), merge, modify, create derivative works of, or translate the Collection or any part thereof, or use the Collection or any part thereof for any commercial purpose. You may not electronically transmit the Collection from one computer to another or over a network.
- C. You shall not (and shall not permit other persons or entities to) remove or obscure Ziff-Davis' or it's supplier's copyright, trademark, or other proprietary notices or legends from any portion of the Collection or any related materials.
- D. You agree and certify that the Collection will not be exported outside the United States except as authorized and as permitted by the laws and regulations of the United States. If the Collection has been rightfully obtained outside of the United States, you agree that you will not re-export the Collection, except as permitted by the laws and regulations of the United States and the laws and regulations of the jurisdiction in which you obtained the Collection.

3. LIMITED WARRANTY AND LIMITED LIABILITY

A. THE ONLY WARRANTY MADE BY ZIFF-DAVIS IS THAT THE ORIGINAL PHYSICAL MEDIA IN WHICH THE COLLECTION IS EMBODIED AND WHICH ARE DISTRIBUTED BY ZIFF-DAVIS SHALL BE FREE OF DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF NINETY (90) DAYS AFTER DELIVERY TO YOU. ZIFF-DAVIS' AND ITS SUPPLIERS' ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY SHALL BE LIMITED TO THE REPLACEMENT OF THE ORIGINAL PHYSICAL MEDIA, IF DEFECTIVE, WITHIN A REASONABLE PERIOD OF TIME.

- B. EXCEPT AS SPECIFICALLY PROVIDED ABOVE, THE COLLECTION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ZIFF-DAVIS AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES: THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE AND OTHER MATERIAL THAT IS PART OF THE COLLECTION IS ASSUMED BY YOU, AND ZIFF-DAVIS AND ITS SUPPLIERS ASSUME NO RESPONSIBILITY FOR THE ACCURACY OR APPLICATION OF OR ERRORS OR OMISSIONS IN THE COLLECTION AND DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE COLLECTION WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE COLLECTION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE COLLECTION WILL BE CORRECTED. IN NO EVENT, INCLUDING NEGLIGENCE, SHALL ZIFF-DAVIS OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE COLLECTION, EVEN IF ZIFF-DAVIS OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. ZIFF-DAVIS AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGES, OR COSTS ARISING OUT OF, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE; LOSS OF USE OF THE COLLECTION; LOSS OF DATA OR EQUIPMENT; COST OF RECOVERING SOFTWARE, DATA OR MATERIALS IN THE COLLECTION; THE COST OF SUBSTITUTE SOFTWARE, DATA OR MATERIALS IN THE COLLECTION; CLAIMS BY THIRD PARTIES; OR OTHER SIMILAR COSTS.
- C. THE WARRANTIES AND REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESSED OR IMPLIED. NO ZIFF-DAVIS AGENT OR EMPLOYEE OR THIRD PARTY IS AUTHORIZED TO MAKE ANY MODIFICATION OR ADDITION TO THIS WARRANTY.
- D. SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.
- E. IN NO EVENT SHALL ZIFF-DAVIS' OR ITS SUPPLIERS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU FOR THE COLLECTION.

4. U.S. Government Restricted Rights

The Collection is licensed subject to RESTRICTED RIGHTS. Use, duplication, or disclosure by the U.S. Government or any person or entity acting on its behalf is subject to restrictions as set forth in subdivision (c) (1) ii of the Rights in Technical Data and Computer Software Clause at DFARS (48 CFR 252.227-7013) for DoD contracts, in paragraphs (c) (1) and (2) of the Commercial Computer Software Restricted Rights clause in the FAR (48 CFR 52.227-19) for civilian agencies or in the case of NASA, in clause 18-52.227-86 (d) of the NASA Supplement to the FAR or in other comparable agency clauses. The contractor/manufacturer is Ziff-Davis Publishing Company.

5. General Provisions

Nothing in this Agreement constitutes a waiver of Ziff-Davis' or its suppliers' rights under U.S. copyright laws or any other federal, state, local, or foreign law. You are responsible for installation, management, and operation of the Collection. This Agreement shall be construed, interpreted, and governed under New York Law. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement shall be enforced to the maximum extent permissible so as to effect the intent of the parties and the remainder of this Agreement shall continue in full force and effect. This Agreement constitutes the entire agreement between the parties with respect to the use of the Collection and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment to or modification of this Agreement will be binding unless in writing and signed by a duly authorized representation of ZIFF-DAVIS.

System Requirements:

PC: 486SX at 25MHz or greater, SVGA (640 x 480 with 256 colors), 8MB of RAM, double-speed CD-ROM (300Kbps), mouse, sound card, Windows 3.1 or later, DOS 5.0 or later. a. disclaimer

To use America Online for Windows, you must have a 386PC or higher, 4MB of RAM, a VGA monitor (256 color support recommended), a mouse, a modem, and a working copy of Windows 3.1.

For subscription information please call (800) 926-1578. Copyright (c) 1995 by Ziff-Davis Publishing Company. All Rights Reserved. Computer Life is a trademark of Ziff-Davis Publishing Company.

Use of America Online requires a major credit card or checking account. Limit one free trial per individual. Must be 18 years of age or older. Your free trial must be used within 30 days of initial sign-on. Users outside of the United States pay an additional surcharge at all times, including trial time. Please see the Member Services Department online for complete details of your free trial offer and America Online pricing and policies.

Director (c)1994 Macromedia, Inc. Made with Macromedia is a trademark of Macromedia, Inc.

Quicktime and Quicktime Logo are trademarks of Apple Computer, Inc., used under license. Macintosh is a registered trademark of Apple Computer, Inc.

Microsoft and Windows are registered trademarks of Microsoft Corporation. Video for Windows is a trademark of Microsoft.

American Online software (c)1995 America Online, Inc. America Online is a registered mark of America Online, Inc.

All other names are service marks or trademarks of their respective owners.