

Pencom Software License Agreement

Important: Please Read Carefully Before Using Software

1. Purpose of Agreement. Pencom grants Licensee the limited rights to use the programs and information contained in this package, as described in this Agreement. All of the information and programs are called the "Software."
2. Licensee's Rights: Licensee may:
 - Use the Software for one "use" unless otherwise agreed upon in writing as an addendum to this Agreement.
 - Each "use" is use of the software by a single person on a single computer. Licensee may maintain more than one copy (e.g., one in the office and one at home) as long as copies are not used simultaneously. Please note Pencom does not own the Motif copyright and the foregoing statement applies only to co-Xist.
 - Use the Software only for Licensee's own internal personal or business purposes.
 - Licensee may not:
 - Sell or license the Software to others.
 - Sell any services to others involving use of the Software to process their information.
 - Copy any part of the Software, or distribute the Software or any part of the Software to others.
3. Ownership. Licensee acknowledges:
 - Between Licensee and Licensor, all information, programs, and other materials contained in the Software are Pencom property, under the Federal copyright law and other laws.
 - All source code for the programs in the Software is confidential, and, between Licensee and Licensor, is Pencom property. Licensee agrees not to reverse compile, disassemble, reverse engineer, view, or attempt to view the source code, nor permit others to do so.
4. Modifications. Licensee agrees not to make any unauthorized changes to the Software.
5. Termination. Licensee may use the Software only as described in this Agreement. If Licensee violates this Agreement, Licensor can terminate it immediately. If Licensor terminates, Licensee agrees to return all copies of the Software to Licensor immediately.

6. LIMITATION OF LIABILITY. LICENSEE AGREES LICENSOR IS NOT LIABLE TO LICENSEE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES IN CONNECTION WITH THE SOFTWARE. LICENSOR'S TOTAL LIABILITY IS LIMITED TO THE AMOUNT RECEIVED FROM LICENSEE FOR THE SOFTWARE LICENSE FEE.
7. RESTRICTED RIGHTS. Use of the Licensed Program and any technical data received by Licensee from Licensor are subject to the Restricted Rights provisions of DFARS 252.227-7013(c)(1)(ii) for U.S. Defense agencies, or FAR 52.227-19 for any and all other U.S. government agencies or instrumentalities.

LIMITED WARRANTY

The software contained in this package (including all computer programs, printed materials, and other materials) is covered only by the following limited warranty:

1. Physical Damage. If any of the diskettes or manuals in this package were physically damaged when received, please return damaged items to Pencom within 30 days, with a brief written description of the damage. Pencom shall replace the damaged materials at our own cost.
2. Software Defects. If there are serious errors in any of the software programs in this package, please return this package to us within 30 days, with a brief written description of the problem. If Licensor can reproduce the claimed error and if it significantly impairs use of the software, Licensor will either refund the price of the program to Licensee, or remedy the problem and provide Licensee with the corrected program, at our exclusive discretion.

PENCOM MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSEE HAS NO OTHER REMEDIES FOR BREACH OF WARRANTY, NEGLIGENCE, OR UNDER STRICT LIABILITY, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES