

Shareware

EDGE Diagrammer is a "shareware program" and is provided at no charge to the user for evaluation. Feel free to share it with your friends, but please do not give it away altered or as part of another system. The essence of "user-supported" software is to provide personal computer users with quality software without high prices, and yet to provide incentive for programmers to continue to develop new products. If you find this program useful and desire to use EDGE Diagrammer for more than thirty (30) days after obtaining it, you must make a registration payment of \$89.95 to Pacestar Software. The \$89.95 registration fee will license one copy for use on any one computer at any one time.

- [▣ Definition of Shareware](#)
- [▣ Trial Period](#)
- [▣ How to Register](#)
- [▣ Order Form](#)
- [▣ Support](#)
- [▣ Resellers and Disk Vendors](#)
- [▣ License, Warranty, Disclaimer](#)
- [▣ ASP Ombudsman Statement](#)
- [▣ Acknowledgements](#)

Definition of Shareware

Shareware distribution gives users a chance to try software before buying it. If you try a Shareware program and continue using it, you are expected to register. Individual programs differ on details -- some request registration while others require it, some specify a maximum trial period. With registration, you get anything from the simple right to continue using the software to an updated program with printed manual.

Copyright laws apply to both Shareware and commercial software, and the copyright holder retains all rights, with a few specific exceptions as stated below. Shareware authors are accomplished programmers, just like commercial authors, and the programs are of comparable quality. (In both cases, there are good programs and bad ones!) The main difference is in the method of distribution. The author specifically grants the right to copy and distribute the software, either to all and sundry or to a specific group. For example, some authors require written permission before a commercial disk vendor may copy their Shareware.

Shareware is a distribution method, not a type of software. You should find software that suits your needs and pocketbook, whether it's commercial or Shareware. The Shareware system makes fitting your needs easier, because you can try before you buy. And because the overhead is low, prices are low also. Shareware has the ultimate money-back guarantee -- if you don't use the product, you don't pay for it.

Trial Period

You have received a FULLY FUNCTIONAL, well-tested and commercially proven product. No essential features have been left out, and you should require nothing additional to use this most powerful tool. Please compare EDGE Diagrammer's power, speed, ease-of-use, and reliability to any and all commercially available diagramming programs! You'll be surprised only at the quality. There will be NO OTHER SURPRISES!

You may try EDGE Diagrammer free of charge for a period of thirty days. During this time, you may use it as often as you like. Load it on as many machines as you like, make as many copies as you like, and PLEASE feel free to help spread EDGE Diagrammer among colleagues and associates. We even encourage you to upload it to Bulletin boards. ALL provided you make no modifications to the files.

After thirty days, your license to legally use EDGE Diagrammer expires and you are expected to register. If you find EDGE Diagrammer useful, remit your registration fee, and you will receive an updated program and a printed manual. The updated program is IDENTICAL except without the occasional registration reminder screens. The manual is over 100 pages, very thorough, professional, comprehensive, and contains MANY figures and diagrams. The printed manual also includes a comprehensive index.

Naturally, when you register you will receive notices of all future product updates, offers, news, and periodic reports of bugs, work-arounds, and user notes.

[See How to Register](#)

How to Register

Users of EDGE Diagrammer must register and pay for their copies of EDGE Diagrammer within 30 days of first use or their license is withdrawn. Site-License arrangements may be made by contacting Pacestar Software.

Registering

The registration fee is \$89.95 per copy that you or your company will use. If loaded on a network, the fee applies to each user, and you will receive a disk and a manual for each user.

There are two ways to register:

- 1 You can register automatically from CompuServe "GO SWREG". Registration will automatically be billed to your account.
- 2 You can print the order form, fill it out, and send it to us by mail with your registration payment. We ship the day after receiving an order.

[Click here for order form](#)

You will receive an updated program and a printed manual. The updated program is IDENTICAL except without the occasional registration reminder screens. The manual is over 100 pages, very thorough, professional, comprehensive, and contains MANY illustrations. The printed manual also includes a comprehensive index. You will also receive notice of all future product updates (possibly free bug-fix releases), offers, news, and periodic reports of bugs, work-arounds, and user notes.

We ARE in business and have been since 1991, and we do need your registrations to remain in business. However, if for some reason we decide to discontinue business in the future, ALL registration payments we receive after that time will be returned immediately as required by the Association of Shareware Professionals - see ombudsman statement.

EDGE Diagrammer Order Form

Print a copy, complete, and send to Pacestar Software with your registration fee.

Name:

Company:

Address:

City:

State:

ZIP:

Country:

Phone:

E-Mail:

Number of copies:

AMOUNT ENCLOSED:

Include \$89.95 per copy. Add \$5.00 shipping and handling. AZ residents add tax.
Check or money order payable to "Pacestar Software". Sorry, no credit cards.

Send to:

Pacestar Software
Registrations
P.O. Box 51974
Phoenix, AZ 85076-1974
USA

EDGE Diagrammer Support Policy

Pacestar is committed to supporting EDGE Diagrammer with the same high standards with which we develop products. If you contact us, we'll do our best to respond in a timely manner, solve your problems or answer your questions. However, please consult the on-line help and/or the printed User's Guide first - you may find your answer there.

Electronic mail - Preferred method, Fastest response

CompuServe account 72162,1672

US mail

Pacestar Software
Technical Support
P.O. Box 51974
Phoenix, AZ. 85076-1974

Phone

(602) 893-3046 M-F 9-5 (AZ time)

Unfortunately, we cannot always man our phones. If you leave a message, we'll try to get back to you as soon as possible. Please registered and potential registered users only. Thank you.

Resellers and Disk Vendors

Anyone distributing EDGE Diagrammer for any kind of remuneration must first contact Pacestar Software at the address below for authorization. This authorization will be automatically granted to distributors recognized by the (ASP) as adhering to its guidelines for shareware distributors, and such distributors may begin offering EDGE Diagrammer immediately (However Pacestar Software must still be advised so that the distributor can be kept up-to-date with the latest version of EDGE Diagrammer.)

License

Following are summaries of the software license agreement and the differences between the registered and unregistered versions of the software. Following the summaries is the text of the license. For registered versions, see also the license printed on the disk envelope.

Unregistered version

You are encouraged to pass an unmodified copy of the unregistered version of EDGE Diagrammer along to your friends and colleagues for evaluation. Please encourage them to register their copy if they find that they can use it. All registered users will receive a copy of the latest version of the EDGE Diagrammer system.

Registered version

You must treat the registered version of this software just like a book. An example is that this software may be used by any number of people and may be freely moved from one computer location to another, so long as there is no possibility of it being used at one location while it's being used at another. Just as a book cannot be read by two different persons at the same time. This means that you may NOT install the software on two machines in your workplace without two registered licenses even if only one person will use it simultaneously. You MAY however install it on your personal home machine and your work machine and even your portable provided that no one but you has the ability to use these machines and there is not even a reasonable possibility that two people could use the software.

LIMITED USE SOFTWARE LICENSE AGREEMENT (also in LICENSE.DOC)

This Limited Use Software License Agreement (the "Agreement") is a legal agreement between you, the end-user, and Pacestar Software. By installing this program, by loading or running the tool, or by placing or copying the program onto your computer hard drive, you are agreeing to be bound by the terms of this Agreement.

PACESTAR SOFTWARE LICENSE

- 1 Grant of License. Pacestar grants to you the right to use the shareware version of the Pacestar Software program (the "Software"). For purposes of this section, "use" means loading the Software into RAM, as well as installation on a hard disk or other storage device. You may not: modify, translate, disassemble, decompile, reverse engineer, or create derivative works based upon the Software. You agree that the Software will not be shipped, transferred or exported into any country in violation of the U.S. Export Administration Act and that you will not utilize, in any other manner, the Software in violation of any applicable law.
- 2 Copyright. The Software is owned by Pacestar and is protected by United States copyright laws and international treaty provisions. You must treat the Software like any other copyrighted material, except that you may make copies of the Software to give to other persons. You may not charge or receive any consideration from any other person for the receipt or use of the Software without receiving Pacestar's prior written consent as specified in the VENDOR.DOC file. You agree to use your best efforts to see that any user of the Software licensed hereunder complies with this Agreement.
- 3 Limited Warranty. Pacestar warrants that if properly installed and operated on a computer for which it is designed, the Software will perform substantially in accordance with its designed purpose for a period of ninety (90) days from the date the Software is first obtained by an end-user. Pacestar's entire liability and your exclusive remedy shall be, at Pacestar's option, either (a) return of the retail price paid, if any, or (b) repair or replacement of the Software that does not meet Pacestar's Limited Warranty. To make a warranty claim, return the Software to the point of purchase, accompanied by proof of purchase, your name, your address, and a statement of defect, or return the Software with the above information to Pacestar. This Limited Warranty is

void if failure of the Software has resulted in whole or in part from accident, abuse, misapplication or violation of this Agreement. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. This warranty allocates risks of product failure between Licensee and Pacestar. Pacestar's product pricing reflects this allocation of risk and the limitations of liability contained in this warranty.

- 4 NO OTHER WARRANTIES. PACESTAR DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SOFTWARE AND THE ACCOMPANYING WRITTEN MATERIALS, IF ANY. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS WHICH VARY FROM JURISDICTION TO JURISDICTION. PACESTAR DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED, ERROR FREE OR MEET LICENSEE'S SPECIFIC REQUIREMENTS. THE WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES WHETHER ORAL OR WRITTEN. THE AGENTS, EMPLOYEES, DISTRIBUTORS, AND DEALERS OF PACESTAR ARE NOT AUTHORIZED TO MAKE MODIFICATIONS TO THIS WARRANTY, OR ADDITIONAL WARRANTIES ON BEHALF OF PACESTAR. ADDITIONAL STATEMENTS SUCH AS DEALER ADVERTISING OR PRESENTATIONS, WHETHER ORAL OR WRITTEN, DO NOT CONSTITUTE WARRANTIES BY PACESTAR AND SHOULD NOT BE RELIED UPON.
- 5 Exclusive Remedies. You agree that your exclusive remedy against Pacestar, its affiliates, contractors, suppliers, and agents for loss or damage caused by any defect or failure in the Software regardless of the form of action, whether in contract, tort, including negligence, strict liability or otherwise, shall be the return of the retail purchase price paid, if any, or replacement of the Software. This Agreement shall be construed in accordance with and governed by the laws of the State of Arizona. Copyright and other proprietary matters will be governed by United States laws and international treaties. IN ANY CASE, PACESTAR SHALL NOT BE LIABLE FOR LOSS OF DATA, LOSS OF PROFITS, LOST SAVINGS, SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR OTHER SIMILAR DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR OTHER LEGAL THEORY EVEN IF PACESTAR OR ITS AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
- 6 General Provisions. Neither this Agreement nor any part or portion hereof shall be assigned or sublicensed, except as described herein. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions shall not be affected thereby. If any provision is determined to be unenforceable, you agree to a modification of such provision to provide for enforcement of the provision's intent, to the extent permitted by applicable law. Failure of a party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision. If you fail to comply with any terms of this Agreement, YOUR LICENSE IS AUTOMATICALLY TERMINATED.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, YOU UNDERSTAND THIS AGREEMENT, AND UNDERSTAND THAT BY CONTINUING THE INSTALLATION OF THE SOFTWARE, BY LOADING OR RUNNING THE SOFTWARE, OR BY PLACING OR COPYING THE SOFTWARE ONTO YOUR COMPUTER HARD DRIVE, YOU AGREE TO BE BOUND BY THIS AGREEMENT'S TERMS AND CONDITIONS. YOU FURTHER AGREE THAT, EXCEPT FOR WRITTEN SEPARATE AGREEMENTS BETWEEN PACESTAR AND YOU, THIS AGREEMENT IS A COMPLETE AND EXCLUSIVE STATEMENT OF THE RIGHTS AND LIABILITIES OF THE PARTIES. THIS AGREEMENT SUPERSEDES ALL PRIOR ORAL AGREEMENTS, PROPOSALS OR UNDERSTANDINGS, AND ANY OTHER COMMUNICATIONS BETWEEN PACESTAR AND YOU RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

ASP Ombudsman Statement

Pacestar Software is a member of the Association of Shareware Professionals (ASP). ASP wants to make sure that the shareware principle works for you. If you are unable to resolve a shareware-related problem with an ASP member by contacting the member directly, ASP may be able to help. The ASP Ombudsman can help you resolve a dispute or problem with an ASP member, but does not provide technical support for members' products. Please write to the ASP Ombudsman at 545 Grover Road, Muskegon, MI 49442 or send a CompuServe message via CompuServe Mail to "ASP Ombudsman 70007,3536."

Acknowledgements

All copyrights and trademarks mentioned herein and within other on-line help, printed User's Guide, and other material belong to their respective owners.

Windows is a registered trademark of MicroSoft Corporation.

