

End User Product License Agreement

Subject to the following terms and conditions, Crescent Software, Inc. (CSI) grants to you ("User") a non-exclusive license to use the enclosed software product(s) and related manuals. The term "Product" means all the computer software products licensed to User as a single integrated product and the term "Documentation" refers to all the manuals licensed to User.

1. Scope of License. This license allows User to install and use the Product solely on a single computer (i.e. with a single central processing unit). Except as otherwise specified in the Documentation, User may not grant sublicenses, leases, or other rights in the Product, nor may User transfer, sell, assign, or otherwise convey the Product to another party without CSI's prior written consent. Transfer of the Product to another computer may be made on a permanent basis provided no active copies are retained on the original computer. This Agreement automatically terminates if User transfers possession of any copy of the Product or Product Update to another party. A Product Update replaces part or all of a Product or Product Update previously licensed. Use of a Product Update terminates the license to use the Product or that part of the Product which the Product Update replaces and User shall destroy or return to CSI all copies of any prior Product or Product Update.

2. Proprietary Rights. The Product and Documentation are proprietary products of CSI or CSI's licensor(s) and are protected by copyright law. By virtue of this Agreement, User acquires only the non-exclusive right to use the Product and does not acquire any rights of ownership in the Product or the media upon which it is embodied. CSI or CSI's licensor(s) shall at all times retain all rights, title, and interest in the Product and the media.

3. Non-Disclosure; Copies; Alterations. User agrees not to cause or permit the reverse engineering, disassembly, copying, or decompilation of the Product, under penalty of license termination but not exclusive of any other remedies. User may copy the Product for installation, backup or other purposes as described in the Documentation. User may not copy nor allow others to copy the Product or Product Update for any other purpose. User agrees not to remove any product identification, copyright notices, or other notices or proprietary restrictions from the Product. User may not copy nor allow others to copy any part of the manuals or other printed material provided with the Product or Product Update by any means, including data transmission or translation.

4. Limited Warranty. CSI warrants that the materials of both the Product media and Documentation are not defective and that the software is properly recorded on the media. If either the media or the Documentation is physically defective, CSI will replace it free of charge during the 60-day warranty period. User's remedy is limited to return of the media and/or Documentation to the supplier or to CSI for replacement. This Limited Warranty is in effect for claims made within 60 days from User's purchase of the Product. Except as specifically stated above, CSI MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THIS PRODUCT AND DOCUMENTATION.

5. Limitation of Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE LIABILITY OF CSI, IF ANY, FOR DAMAGES RELATING TO ANY PRODUCTS SHALL BE LIMITED TO THE ACTUAL AMOUNTS PAID BY USER FOR SUCH PRODUCT AND SHALL IN NO EVENT INCLUDE INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND.

6. Miscellaneous. This Agreement is governed by the laws of the State of Connecticut. If any provision of this Agreement is declared invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in effect.

Please write this serial number on your disk label: **Nº 116415**



Name (Please Print)

Address 1

Address 2

City State/Province Zip/Postal Code

Country

Product

Nº 116415

Serial Number:
