

## LICENSE AGREEMENT AND LIMITED WARRANTY

**READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE OPENING THIS DISK PACKAGE. THIS LEGAL DOCUMENT IS AN AGREEMENT BETWEEN YOU AND PRENTICE-HALL, INC. (THE "COMPANY"). BY OPENING THIS SEALED DISK PACKAGE, YOU ARE AGREEING TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, DO NOT OPEN THE DISK PACKAGE. PROMPTLY RETURN THE UNOPENED DISK PACKAGE AND ALL ACCOMPANYING ITEMS TO THE PLACE YOU OBTAINED THEM FOR A FULL REFUND OF ANY SUMS YOU HAVE PAID.**

**1. GRANT OF LICENSE:** In consideration of your payment of the license fee, which is part of the price you paid for this product, and your agreement to abide by the terms and conditions of this Agreement, the Company grants you a nonexclusive right to use and display the copy of the enclosed software program (the "SOFTWARE") as follows: (A) If you have purchased a single-user license, the right to use and display the SOFTWARE on a single computer (i.e., with a single CPU) at a single location so long as you comply with the terms of this Agreement; or (B) If you have purchased a site license, the right to use and display the SOFTWARE on up to thirty (30) workstations at ONLY THE ONE SCHOOL LOCATION for which you obtained this product so long as you comply with the terms of this Agreement; or (C) If you have purchased a network license, the right to install the software on a single file server within a LAN and to be used by an unlimited number of computers linked to that file server so long as you comply with the terms of this Agreement. The Company reserves all rights not expressly granted to you under this Agreement.

**2. OWNERSHIP OF SOFTWARE:** You own only the magnetic or physical media (the enclosed disks) on which the SOFTWARE is recorded or fixed, but the Company retains title, ownership, and all rights to the SOFTWARE recorded on the original disks and all subsequent copies of the SOFTWARE, regardless of the form or media on which the original or other copies may exist. **This license is not a sale of the original SOFTWARE or any copy to you.**

**3. COPY RESTRICTIONS:** This SOFTWARE and the accompanying printed materials and user manual (the "Documentation") are the subject of copyright. You may not copy the Documentation or the SOFTWARE, except that you may make a single copy of the SOFTWARE for backup or archival purposes only, unless you have purchased a site license, in which event you may copy the SOFTWARE for use only on up to thirty (30) workstations at the one school location for which you obtained this product. You may be held legally responsible for any copying or copyright infringement which is caused or encouraged by your failure to abide by the terms of this restriction.

**4. USE RESTRICTIONS:** If you have purchased a single-user license, you may not use the SOFTWARE on more than one computer or computer terminal at the same time. You may physically transfer the SOFTWARE from one computer to another provided that the SOFTWARE is used on only one computer at a time. If you have purchased either a single-user or a site license, you may not network the SOFTWARE. Regardless of the type of license you purchased, you may not reverse-engineer, disassemble, decompile, modify, adapt, translate or create derivative works based on the SOFTWARE or the Documentation without the prior written consent of the Company or distribute copies of the SOFTWARE or the Documentation to others.

**5. TRANSFER RESTRICTIONS:** The enclosed SOFTWARE is licensed only to you and may not be transferred to anyone else without the prior written consent of the Company. Any unauthorized transfer of the SOFTWARE shall result in the immediate termination of this Agreement.

**6. RECORDS:** If you have purchased a site license, you hereby agree to maintain complete, clear and accurate records of all of your activities relating to the use of and copying of the SOFTWARE (including, but not limited to, the number of copies made and the location where each copy is used), and such records shall be in sufficient detail to enable the Company to determine compliance hereunder. During the term of this Agreement and for a period of six months thereafter, the Company shall have the right, at its expense and upon reasonable notice, to examine or have examined by its authorized representatives, your books and records in order to determine and verify your performance under this Agreement.

**7. TERMINATION:** This license is effective until terminated. This license will terminate automatically, without notice from the Company, if you fail to comply with any provisions of this license. Upon termination, you shall destroy the Documentation and all copies of the SOFTWARE. All provisions of this Agreement as to warranties, limitation of liability, remedies or damages and our ownership rights shall survive termination.

**8. MISCELLANEOUS:** This Agreement shall be construed in accordance with the laws of the United States of America and the State of New York and shall benefit the Company, its affiliates and assignees.

**9. LIMITED WARRANTY AND DISCLAIMER OF WARRANTY:** The Company does not warrant that the SOFTWARE will meet your requirements or that the operation of the SOFTWARE will be uninterrupted or error-free. The Company warrants that the media on which the SOFTWARE is delivered shall be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of your purchase. Your only remedy and the Company's only obligation under the limited warranties set forth in this Agreement is, at the Company's election, return of the warranted item for a refund of any amounts paid by you or replacement of the item. Any replacement of SOFTWARE or media under the warranties shall not extend the original warranty period. The limited warranty set forth above shall not apply to any SOFTWARE which the Company determines in good faith has been subject to misuse, neglect, improper installation, repair, alteration or damage by you. **EXCEPT FOR THE EXPRESSED WARRANTIES SET FORTH ABOVE, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, THE COMPANY DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS, OR OTHERWISE.**

**IN NO EVENT SHALL THE COMPANY OR ITS EMPLOYEES, AGENTS, SUPPLIERS OR CONTRACTORS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE LICENSE GRANTED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOSS OF DATA, LOSS OF INCOME OR PROFIT, OTHER LOSSES SUSTAINED AS A RESULT OF INJURY TO ANY PERSON, LOSS OF OR DAMAGE TO PROPERTY, OR CLAIMS OF THIRD PARTIES, EVEN IF THE COMPANY OR AN AUTHORIZED REPRESENTATIVE OF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL LIABILITY OF THE COMPANY FOR DAMAGES WITH RESPECT TO THE SOFTWARE EXCEED THE AMOUNTS ACTUALLY PAID BY YOU, IF ANY, FOR THE SOFTWARE.**

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF IMPLIED WARRANTIES OR LIABILITY FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT

ALWAYS APPLY. THE WARRANTIES IN THIS AGREEMENT GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY IN ACCORDANCE WITH LOCAL LAW.

#### **ACKNOWLEDGMENT**

**YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU ALSO AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND THE COMPANY AND SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN YOU AND THE COMPANY OR ANY REPRESENTATIVE OF THE COMPANY RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.**