

Spirit Education
END USER LICENSE AGREEMENT AND WARRANTY DISCLAIMER

NOTICE: This is a legally binding contract between you, the end user, and Spirit Education.

Spirit Education ("SPIRIT EDUCATION" or "LICENSOR") LICENSES THE ENCLOSED SOFTWARE TO YOU ("USER" or "LICENSEE") ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS LICENSE AGREEMENT. PLEASE READ THE TERMS CAREFULLY BEFORE OPENING THIS PACKAGE OR INSTALLING THE SOFTWARE, AS OPENING THE PACKAGE OR INSTALLING THE SOFTWARE WILL INDICATE YOU'RE ASSENT TO THEM. IF YOU DO NOT AGREE TO THESE TERMS, THEN SPIRIT EDUCATION IS UN-WILLING TO LICENSE THE SOFTWARE TO YOU, IN WHICH EVENT YOU SHOULD RETURN THE FULL PRODUCT WITH PROOF OF PURCHASE TO LICENSOR OR THE DEALER FROM WHOM IT WAS ACQUIRED WITHIN 15 DAYS OF PURCHASE, AND YOUR MONEY WILL BE REFUNDED.

LICENSE AND WARRANTY:

The software that accompanies this license, including the clip art files (the "Symbols") (collectively, the "Software") is the property of SPIRIT EDUCATION and partner or its licensors, and is protected by copyright and other intellectual property law. Although SPIRIT EDUCATION at all times owns the Software, you will have certain rights to use the Software after your acceptance of this license. Except as may be modified by an addendum which may accompany or be added to this license, your rights and obligations with respect to the use of this Software are as follows:

You may:

- (i) Only allow the specified number of Users to use the Software and documentation, as indicated as "Quantity" or "Number of Licenses" on the invoice, Quotation or electronic confirmation issued by SPIRIT EDUCATION. "User(s)" means Licensee, if Licensee is an individual purchasing the Software for use at office or home (in which case Licensee's immediate family members residing in the same household shall not be considered additional Users), or, if Licensee is a business or commercial entity or government agency, its current employees. For qualifying educational institutions, "Users" also means faculty and staff teaching for or employed by Licensee and registered students enrolled at a single campus operated by Licensee. Subject to the limitations of this License, each authorized User may only use the Software on any central processing unit ("CPU"), workstation or portable, which is owned or controlled by Licensee;
- (ii) use the Software on a network, provided that Licensee has a licensed copy of the Software for each computer that can access the Software over that network;
- (iii) after written notice to SPIRIT EDUCATION, transfer the Software on a permanent basis to another person or entity, provided that you retain no copies of the Software and the transferee agrees to the terms of this agreement;
- (iv) use the Java Applet from Byte-Size Computing which is integrated in the Software only in combination with the HTML-Export of the Software; and
- (v) use the Symbols only in combination with the Software.

You may not:

- (i) Rent, lease, distribute, license, or otherwise transfer the Software or its documentation to any other party. Licensee may make a reasonable number of back-up copies for archival purposes only. The Software contains copyrighted material, trade secrets and other proprietary material. If Licensee has the right to duplicate the Software for multiple Users, then Licensee must reproduce on all such copies of the Software the copyright notices and any other proprietary legends that were on the original copy of the Software; or
- (ii) decompile, reverse engineer, disassemble, make any attempt to discover the source code of the Software or otherwise reduce the Software to a human perceivable form, or to modify, network, or create derivative works based upon the Software or the documentation in whole or in part, nor

permit any other party to do so.

Notwithstanding anything herein, if the Software is lawfully acquired outside of the United States within a jurisdiction which is a member of the European Union subject to the EEC Council Directive 91/250/EEC of May 14, 1991, Licensee agrees that within that jurisdiction it shall not, and shall not allow any party on Licensee's behalf to, attempt to reverse engineer or decompile the Software into another computer language, except as expressly and specifically provided in the EEC Council Directive 91/250/EEC of May 14, 1991. Any and all information obtained during such lawful reverse engineering and/or decompiling activities, including but not limited to, the organization, logic, algorithms and processes of the Software, shall be deemed to be the confidential and proprietary information of SPIRIT EDUCATION and partner or its Licensors. Licensee shall not make copies of the copyrighted Software documentation without the prior written permission of SPIRIT EDUCATION provided that for electronic transactions. Licensee may make one (1) hard copy of such documentation for each User.

Technical Support:

Licensee must register in order to be eligible for technical support via electronic mail, mailing in registration card, which is attached to the product.

Thirty Day Money Back Guarantee:

If you are the original Licensee of this copy of the Software and are dissatisfied with it for any reason, you may return the complete product, together with your receipt, to SPIRIT EDUCATION or an authorized dealer, postage prepaid, for a full refund at any time during the thirty-day period following the delivery to you of the Software.

Export Law Assurances:

Licensee agrees and certifies that neither the Software nor any other technical data received from SPIRIT EDUCATION, nor the direct product thereof, will be exported outside the United States except as authorized and as permitted by the laws and regulations of the United States. If the Software has been rightfully obtained by Licensee outside of the United States, Licensee agrees that Licensee will not re-export the Software nor any other technical data received from SPIRIT EDUCATION, nor the direct product thereof, except as permitted by the laws and regulations of the United States and the laws and regulations of the jurisdiction in which Licensee obtained the Software. The Software may not be exported to any of the following countries: Cuba, Iran, Iraq, Libya, North Korea, Sudan or Syria.

Termination:

This License is effective until terminated. Licensee may terminate this License at any time by destroying all copies of the Software and its documentation. This License will terminate immediately without notice from SPIRIT EDUCATION if Licensee fails to comply with any provision of this License. Upon termination, Licensee must destroy all copies of the Software and its documentation and cease and desist from any further use of the Software.

Limited Warranty:

SPIRIT EDUCATION warrants that the media on which the Software is distributed will be free from defects, and that the Software shall perform substantially as described in its documentation for a period of sixty (90) days from purchase. Your sole remedy in the event of a breach of this warranty will be that SPIRIT EDUCATION will, at its option, replace any defective media returned to SPIRIT EDUCATION within the warranty period or refund the money you paid for the Software. SPIRIT EDUCATION does not warrant that the Software will meet your requirements or that operation of the Software will be uninterrupted or that the Software will be error-free.

THE ABOVE WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

Disclaimer of Damages:

REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE,

IN NO EVENT WILL SPIRIT EDUCATION BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR SIMILAR DAMAGES, INCLUDING ANY LOST PROFITS OR LOST DATA ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE EVEN IF SPIRIT EDUCATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO CASE SHALL SPIRIT EDUCATION LIABILITY EXCEED THE PURCHASE PRICE FOR THE SOFTWARE.

The disclaimers and limitations set forth above will apply regardless of whether you accept the Software.

U.S. Government Restricted Rights:

DISTRIBUTION TO THE U.S. GOVERNMENT. This Software is commercial software developed exclusively at private expense. Use, duplication, or disclosure by civilian agencies of the U.S. Government shall be in accordance with subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at 48 CFR 52.227-19. Use, duplication, or disclosure by Department of Defense agencies is subject solely to the terms of this software licensing agreement pursuant to DFARS 227.7202. Contractor/manufacturer of the Software is Spirit Education, Rudolf-Stöcker-Weg 3, 53115 Bonn-Germany and PLANDOCS GmbH, Stieghorster Straße 60, 33605 Bielefeld –Germany-

General:

This Agreement will be governed by the laws of the Federal Republic of Germany. This Agreement may only be modified by a license addendum which may accompany or be added to this license. Should you have any questions concerning this Agreement, or if you desire to contact SPIRIT EDUCATION for any reason, please write to: Spirit Education, Rudolf-Stöcker-Weg 3, 53115 Bonn – Germany- or use noteslinker@spirit-education.de