

English

YazSoft

Software License Agreement

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") BEFORE USING THE SOFTWARE. BY USING THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE. IF YOU ARE ACCESSING THE SOFTWARE ELECTRONICALLY, SIGNIFY YOUR AGREEMENT TO BE BOUND BY THE TERMS OF THIS LICENSE BY CLICKING THE "AGREE/ACCEPT" BUTTON. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, RETURN THE YAZSOFT SOFTWARE TO THE PLACE WHERE YOU OBTAINED IT FOR A REFUND OR, IF THE SOFTWARE WAS ACCESSED ELECTRONICALLY, CLICK "DISAGREE/DECLINE".

IMPORTANT NOTE: To the extent this software may be used to reproduce materials, it is licensed to you only for reproduction of materials you are authorized or legally permitted to reproduce.

1. General. The software, documentation and any fonts accompanying this License whether on disk, in read only memory, on any other media or in any other form (collectively the "YazSoft Software") are licensed, not sold, to you by YazSoft ("YazSoft") for use only under the terms of this License, and YazSoft reserves all rights not expressly granted to you. The rights granted herein are limited to YazSoft's and its licensors' intellectual property rights in the YazSoft Software and do not include any other patents or intellectual property rights. You own the media on which the YazSoft Software is recorded but YazSoft and/or YazSoft's licensor(s) retain ownership of the YazSoft Software itself. The terms of this License will govern any software upgrades provided by YazSoft that replace and/or supplement the original YazSoft Software product, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

2. Permitted License Uses and Restrictions. This License allows you to install and use the Software on the number of computers specified in the serial number that you receive at the time of purchase. This License does not allow the YazSoft Software to exist on more computers than those specified in the serial number that you receive at the time of purchase and you may not make the YazSoft Software available over a network where it could be used by multiple computers at the same time. You may make one copy of the YazSoft Software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright or other proprietary notices contained on the original. Except as and only to the extent expressly permitted in this License or by applicable law, you may not copy, decompile, reverse engineer, disassemble, modify, or create derivative works of the YazSoft Software or any part thereof. THE YAZSOFT SOFTWARE IS NOT INTENDED FOR USE IN THE OPERATION OF NUCLEAR

FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, LIFE SUPPORT MACHINES OR OTHER EQUIPMENT IN WHICH THE FAILURE OF THE YAZSOFT SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

3. Transfer. You may not rent, lease, lend or sublicense the YazSoft Software. You may, however, make a one-time permanent transfer of all of your license rights to the YazSoft Software to another party, provided that: (a) the transfer must include all of the YazSoft Software, including all its component parts, original media, printed materials and this License; (b) you do not retain any copies of the YazSoft Software, full or partial, including copies stored on a computer or other storage device; and (c) the party receiving the YazSoft Software reads and agrees to accept the terms and conditions of this License. **NFR (Not for Resale) Copies:** Notwithstanding other sections of this License, YazSoft Software labeled or otherwise provided to you on a promotional basis may only be used for demonstration, testing and evaluation purposes and may not be resold or transferred.

4. Termination. This License is effective until terminated. Your rights under this License will terminate automatically without notice from YazSoft if you fail to comply with any term(s) of this License. Upon the termination of this License, you shall cease all use of the YazSoft Software and destroy all copies, full or partial, of the YazSoft Software.

5. Limited Warranty on Media (if applicable). YazSoft warrants the media on which the YazSoft Software is recorded and delivered by YazSoft to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of original retail purchase. Your exclusive remedy under this Section shall be, at YazSoft's option, a refund of the purchase price of the product containing the YazSoft Software or replacement of the YazSoft Software that is returned to YazSoft or a YazSoft authorized representative with a copy of the receipt. THIS LIMITED WARRANTY AND ANY IMPLIED WARRANTIES ON THE MEDIA INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, OF SATISFACTORY QUALITY, AND OF FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF ORIGINAL RETAIL PURCHASE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THE LIMITED WARRANTY SET FORTH HEREIN IS THE ONLY WARRANTY MADE TO YOU AND IS PROVIDED IN LIEU OF ANY OTHER WARRANTIES (IF ANY) CREATED BY ANY DOCUMENTATION OR PACKAGING. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY BY JURISDICTION.

6. Disclaimer of Warranties. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE YAZSOFT SOFTWARE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE,

ACCURACY AND EFFORT IS WITH YOU. EXCEPT FOR THE LIMITED WARRANTY ON MEDIA SET FORTH ABOVE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE YAZSOFT SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND YAZSOFT AND YAZSOFT'S LICENSORS (COLLECTIVELY REFERRED TO AS "YAZSOFT" FOR THE PURPOSES OF SECTIONS 6 AND 7) HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE YAZSOFT SOFTWARE, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. YAZSOFT DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE YAZSOFT SOFTWARE, THAT THE FUNCTIONS CONTAINED IN THE YAZSOFT SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE YAZSOFT SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE YAZSOFT SOFTWARE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY YAZSOFT OR A YAZSOFT AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE YAZSOFT SOFTWARE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

7. Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL YAZSOFT BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE YAZSOFT SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF YAZSOFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall YazSoft's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

8. Controlling Law and Severability. This License will be governed by the laws of Canada. This License shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly

excluded. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this License shall continue in full force and effect.

9. Complete Agreement; Governing Language. This License constitutes the entire agreement between the parties with respect to the use of the YazSoft Software licensed hereunder and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this License will be binding unless in writing and signed by YazSoft. Any translation of this License is done for local requirements and in the event of a dispute between the English and any non-English versions; the English version of this License shall govern.

Speed Download 2
Copyright © 2003 YazSoft
URL: <http://www.yazsoft.com>
Email: info@yazsoft.com