Software License Agreement

© 1997-2000 macgix Thomas Kuehner

PLEASE READ THIS software LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE PRESSING THE "AGREE" BUTTON BELOW. BY PRESSING "AGREE," YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, PRESS "DISAGREE" AND (IF APPLICABLE) RETURN THE macgix software TO THE PLACE WHERE YOU OBTAINED IT FOR A REFUND.

1. License.

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 (the "macgix software") are licensed to you by macgix or its local subsidiary, if any ("macgix").   The licenses granted herein are limited to macgix's intellectual property rights in the macgix software and do not include any other patents or intellectual property rights.   You own the media on which the macgix software is recorded but macgix and/or macgix's licensor(s) retain title to the macgix software. The macgix software in this package and any copies which this License authorizes you to make are subject to this License.

2. Permitted Uses and Restrictions.

This License allows you to install and use the macgix software on a single computer at a time. This License does not allow the macgix software to exist on more than one computer at a time. You may make one copy of the macgix software in machine-readable form for backup purposes only. The backup copy must include all copyright information contained on the original. Except as expressly permitted in this License, you may not decompile, reverse engineer, disassemble, modify, rent, lease, loan, sublicense, distribute or create derivative works based upon the macgix software in whole or part or transmit the macgix software over a network. You may, however, transfer your rights under this License provided you transfer the related documentation, this License and a copy of the macgix software to a party who agrees to accept the terms of this License and destroy any other copies of the macgix software in your possession. THE macgix software IS NOT INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, OR AIR TRAFFIC CONTROL MACHINES IN WHICH CASE THE FAILURE OF THE macgix software COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. Your rights under this License will terminate automatically without notice from macgix if you fail to comply with any term(s) of this License.

3. Limited Warranty on Media (if applicable).

macgix warrants the media on which the macgix software is recorded 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 paragraph shall be, at macgix's option, a refund of the purchase price of the product containing the macgix software or replacement of the macgix software which is returned to macgix or an macgix authorized representative with a copy of the receipt. THIS LIMITED WARRANTY AND ANY IMPLIED WARRANTIES ON THE MEDIA INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND 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 THIS LIMITATION MAY NOT APPLY TO YOU. THE LIMITED WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHERS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. macgix SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY BY JURISDICTION.

4. Disclaimer of Warranty on macgix software.

You expressly acknowledge and agree that use of the macgix software is at your sole risk. The macgix software is provided "AS IS" and without warranty of any kind and macgix and macgix's licensor(s) (for the purposes of provisions 4 and 5, macgix and macgix's licensor(s) shall be collectively referred to as "macgix") EXPRESSLY DISCLAIM ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED,

INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. macgix DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE macgix software WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE macgix software WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE macgix software WILL BE CORRECTED. FURTHERMORE, macgix DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE macgix software OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY macgix OR AN macgix AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. SHOULD THE macgix software PROVE DEFECTIVE, YOU (AND NOT macgix OR AN macgix AUTHORIZED REPRESENTATIVE) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THE TERMS OF THIS DISCLAIMER DO NOT AFFECT OR PREJUDICE THE STATUTORY RIGHTS OF A CONSUMER ACQUIRING macgix PRODUCTS OTHERWISE THAN IN THE COURSE OF A BUSINESS, NEITHER DO THEY LIMIT OR EXCLUDE ANY LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY macgix'S NEGLIGENCE.

5. Limitation of Liability.

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL macgix BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS LICENSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall macgix's total liability to you for all damages exceed the amount of fifty dollars ($50.00).

6. Export Law Assurances.

You may not use or otherwise export or reexport the macgix software except as authorized by United States law and the laws of the jurisdiction in which the macgix software was obtained. In particular, but without limitation, the macgix software may not be exported or reexported (i) into (or to a national or resident of) any U.S. embargoed country or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders. By using the macgix software, you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list.

7. Government End Users.

If the macgix software is supplied to the United States Government, the macgix software is classified as "restricted computer software" as defined in clause 52.227-19 of the FAR. The United States Government's rights to the macgix software are as provided in clause 52.227-19 of the FAR.

8. Controlling Law and Severability.

If there is a local subsidiary of macgix in the country in which the macgix software License was obtained, then the local law in which the subsidiary sits shall govern this License. Otherwise, this License shall be governed by the laws of the United States and the State of California. 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.

This License constitutes the entire agreement between the parties with respect to the use of the macgix 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 macgix. The parties hereto confirm that they have requested that this Agreement and all related documents be drafted in English.