



User Support Plan

WEPCO Software License Agreement

Please read the following carefully.

LICENSING

Wadsworth Electronic Publishing Company and Licensee have agreed that use and possession of this software package is governed by the following terms and conditions:

1. Definitions of Terms Used

- A. "WEPCO" means WADSWORTH ELECTRONIC PUBLISHING COMPANY, a division of Wadsworth, Inc., a Delaware corporation, with its principal office located at 8 Davis Drive, Belmont, California, 94002. **WEPCO is the owner of the copyright on the SOFTWARE or its licensed publisher.**
- B. "LICENSEE" means the individual, educational, or business entity licensing this copy of the software under the terms of this Agreement.
- C. "COMPUTER" is the single microcomputer system, utilizing a single processor, on which LICENSEE is licensed to use this SOFTWARE. Multiple CPU systems and emulations on mainframe or minicomputers require supplementary licenses.
- D. "SOFTWARE" is the set of computer programs in this package, regardless of the form in which LICENSEE may subsequently use it, and regardless of any modification which LICENSEE may make to it.
- E. "DOCUMENTATION" means any written or printed material provided by WEPCO with the SOFTWARE to explain its operation or aid in its use.
- F. "LICENSE" means the LICENSE Agreement and the rights and obligations which it creates under the United States Copyright Law and the law of the State of California.
- G. "REGISTRATION CARD" means the LICENSEE information card provided with the SOFTWARE which LICENSEE must complete and return to WEPCO before WEPCO will provide the warranty and other support services provided for in this LICENSE agreement.

2. Grant of License and Licensee's Representations

In consideration of LICENSEE'S payment of the required license fee (purchase price) and LICENSEE'S agreement to abide by the terms and conditions of this LICENSE, WEPCO grants LICENSEE a nonexclusive right to use this SOFTWARE on a single computer so long as LICENSEE complies with the terms of the LICENSE agreement. WEPCO shall have the right to terminate this LICENSE if LICENSEE violates any of its provisions.

LICENSEE agrees to comply with the terms and conditions of the LICENSE and agrees to take all reasonable steps to protect WEPCO'S SOFTWARE from theft or use contrary to the terms of the LICENSE. LICENSEE agrees either to destroy or return all existing copies of the SOFTWARE to WEPCO within Five (5) days after receiving notice of WEPCO'S termination of the LICENSE for violating its provisions.

3. Ownership of Software and Diskettes

LICENSEE owns the diskette on which the SOFTWARE is recorded, but under the terms of this LICENSE, WEPCO shall continue to own the SOFTWARE recorded on the diskette.

4. Copy of the Software

LICENSEE agrees that the SOFTWARE will be read into or used only on the licensed COMPUTER and the LICENSEE will make no copies of the SOFTWARE if it is distributed on copy-protected diskette(s). A backup copy may be obtained through **WEPCO'S Backup Policy for Protected Diskettes**.

5. Backup Policy for Copy-Protected Diskettes

For One (1) year from the date LICENSEE received the SOFTWARE, LICENSEE may order One (1) backup diskette for the diskette in the original software package directly from WEPCO if a backup diskette is not provided with the original software package. **A backup copy can be ordered only by sending the Backup Diskette Order Form to the address provided on the order form together with the then current backup diskette fee. WEPCO will not provide backup diskettes to LICENSEES who have not returned the REGISTRATION CARD to WEPCO.**

6. Transfer or Reproduction of Software

LICENSEE agrees to use the SOFTWARE only in connection with a single computer. LICENSEE may not transfer the SOFTWARE electronically from one computer to another computer over a network.

LICENSEE may not transfer the SOFTWARE to another person or entity unless LICENSEE obtains the prior written approval of WEPCO. Approval will not unreasonably be withheld if LICENSEE advises WEPCO in writing of the name and address of the proposed transferee and the transferee completes and signs a copy of the current REGISTRATION CARD and agrees to be bound by the terms of this LICENSE. If the transfer is approved, LICENSEE must transfer all copies of the SOFTWARE and DOCUMENTATION including the original. WEPCO has the right to terminate the LICENSE and to take legal action if these conditions are violated. **LICENSEE understands that unauthorized reproduction of copies of the SOFTWARE and/or unauthorized transfer of any copy of the SOFTWARE is a serious crime and subjects LICENSEE to the possibility of a lawsuit for damages and attorney fees.**

7. Limited Warranty

WEPCO warrants that the magnetic diskette on which the enclosed computer SOFTWARE (Program) is recorded and the user manual provided with it are free from defects in materials and workmanship under normal use.

WEPCO warrants that the computer program itself will perform in accordance to the specifications set forth in the user manual provided with the Program.

The above warranties are made for Thirty (30) days from the date of the original retail sale. WEPCO will replace any magnetic diskette or manual which proves defective in materials or workmanship without charge. WEPCO will either replace a Program that does not perform in accordance with the specifications set forth in the manual with a corrected copy of the Program or correct errors in the manual without charge to the licensee. If WEPCO is unable to replace a defective manual or diskette or if WEPCO is unable to provide a corrected program or a corrected manual in a reasonable time, WEPCO will replace the program with a functionally similar program. This warranty does not cover any diskette or manual that has been subjected to damage or abuse.

Any implied warranties covering the diskette, the manual, or the software program including any warranties of merchantability or fitness for a particular purpose are limited in duration to Thirty (30) days from the day of purchase. An implied warranty of merchantability means that the product will work normally. An implied warranty of fitness means that the product is suitable for the use for which it is advertised. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

This warranty allocates risks of product failure between YOU and WEPCO. WEPCO software pricing reflects this allocation of risk and the limitation of liability contained in this Warranty. The warranty set forth above is in lieu of all other express warranties, whether oral or written. The agents, employees, and distributors and dealers of WEPCO are not authorized to make modifications to this warranty or additional warranties binding on WEPCO. Accordingly, additional statements such as dealer advertising or presentations, whether oral or written, do not constitute warranties and should not be relied upon.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

8. Disclaimer of Liability

WEPCO has no control over licensee's use of the software, therefore WEPCO does not and cannot warrant the performance or results that may be obtained by its use. WEPCO does not warrant that the functions contained in the program will meet your requirements or that the operation of the program will be uninterrupted or error-free.

WEPCO is not responsible for problems caused by computer hardware, computer operating systems or the use of WEPCO's program in conjunction with non-WEPCO software.

WEPCO shall not in any case be liable for special, incidental, consequential, indirect, or other similar damages arising from breach of warranty, breach of contract, negligence, or any other legal theory even if WEPCO or our agent has been advised of the possibility of such damages. This means we are not responsible for any costs incurred as a result of lost profits or revenues, loss of use of the program, loss of data, costs of recreating lost data, the cost of any substitute program, claims by any party other than you, or for other similar costs. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

9. Defective Diskette Replacement Policy

WEPCO warrants the magnetic diskette for Thirty (30) days from the date of original retail sale.

LICENSEE must return the defective diskette post paid within Thirty (30) days of your original purchase, and we must receive it within Sixty (60) days of the original purchase. LICENSEE must either insure the defective item being returned or assume the risk of loss or damage in transit. Address all warranty claims to: Warranty Service Department, Wadsworth Electronic Publishing Company, 8 Davis Drive, Belmont, California 94002. Any claim under the above warranty must include a dated proof of purchase such as a copy of LICENSEE'S sales receipt or the original invoice. WEPCO must receive LICENSEE'S signed registration card before WEPCO can ship a replacement diskette.

After the Thirty (30) day warranty period and for One (1) year from the date of original purchase any defective diskette may be returned to WEPCO for replacement. The defective diskette must be returned with the current diskette replacement fee (\$15.00), proof of purchase, and brief explanation of defect.

WEPCO will replace the diskette, on an exchange basis, with the same or similar SOFTWARE only if the LICENSEE has previously returned the REGISTRATION CARD to WEPCO.

10. General Conditions

The validity and performance of this LICENSE shall be governed by California state law, except as to copyright and trademark matters which are covered by Federal law. This LICENSE Agreement is deemed effective on the date of original purchase of the SOFTWARE by the LICENSEE.

Headings included in this LICENSE are for convenience only and are not to be used to interpret the agreement between the parties.

The failure of either party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce any such provisions.

The expiration or termination of this LICENSE shall not affect provisions of this LICENSE which by their terms and meaning are of a continuing nature.

This LICENSE sets forth the entire understanding and agreement between WEPKO and LICENSEE as to the subject matter hereof and merges all prior advertising, discussions, proposals, purchase orders, agreements, communications, and representations between them, whether written or oral. Neither of the parties shall be bound by any conditions, definitions, warranties, or representations with respect to any of the terms or conditions hereof than as expressly provided in this LICENSE. This LICENSE may be modified only by a written agreement made subsequent to the date of this LICENSE and signed by duly authorized representatives of WEPKO and LICENSEE.

If any provision of the LICENSE agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.

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Registration Card for Warranty and Service

Please complete, sign, and return the Registration Card immediately. The postage is paid for your convenience. Registration assures you of the warranty coverage outlined in the Software License Agreement in this Plan. You will also become a member of the WEPCO User's Group and receive special information, updates, and new product announcements at no charge.

Serial Number

For all SOFTWARE that carries a Serial Number, this Serial Number must be entered on the Registration Card for Warranty and Service. The Serial Number appears in the lower left area of the Credits screen. **IMPORTANT:** Your Registration is NOT VALID unless the Serial Number for the SOFTWARE purchased by you has been entered on the Registration Card.

Replacement Service

If the diskette in this software package is found to be defective in materials and faulty workmanship under normal use and service during the Thirty (30) day limited warranty period, you can return the faulty diskette with a brief explanation of the problem and a dated proof of purchase such as your sales receipt and we'll replace it free.

If the Thirty (30) day limited warranty period is over, you can purchase a replacement diskette for only \$15.00. Just send us a check or money order payable to Wadsworth Electronic Publishing Company, along with your name, address, proof of purchase, and faulty diskette. Be sure to complete and return the Registration Card as we cannot accept faulty diskettes without prior registration.

Backup Policy and Diskette Order Form

Your WEPCO software package consists of one copy-protected diskette. For One (1) year from the date you received the software license, you may order One (1) backup diskette for the diskette in the original software package directly from WEPCO. You may obtain the backup from WEPCO for \$15.00 by filling out the Backup Diskette Order Form.

You are limited to one backup diskette for the diskette in the original package.

IMPORTANT: WEPCO must receive your signed REGISTRATION CARD before we will ship you a backup diskette.