

FacetWin License Agreement

This Software is the property of FacetCorp, and is protected by both United States Copyright Law and International Treaty provisions. You are granted a license to use this Software under the terms stated in this Agreement. You may move the Software from one computer to another, but at no time may a single copy of the Software be installed on more than one computer. FacetCorp authorizes You to make archival copies of the Software for the sole purpose of backing up Your Software and protecting Your investment from loss. Any other use or transfer of the Software without written permission is in violation of FacetCorp's Copyright. You may not sub-license, reverse engineer, decompile, or disassemble the Software.

Title/Ownership: FacetCorp retains title, copyrights, intellectual property rights, and ownership in the Software. This is not a sale of the Software. You are purchasing only the physical media upon which the Software is recorded.

Limited Warranty: With respect to the physical diskette or tape and physical documentation enclosed with the Licensed Product, FacetCorp warrants the same to be free of defects in materials and workmanship for a period of thirty (30) days from the date of purchase by the end-user customer. Licensee may return any defective media to their supplier during the warranty period for a replacement free of charge. The remedy for breach of this warranty shall be limited to replacement of media and shall not encompass any other damages, including but not limited to loss of profits, special, incidental, consequential, or other similar claims.

The Software and any accompanying written materials are provided "as is" without warranty of any kind. FacetCorp does not guarantee or make any representations regarding Your use of this Software. The entire risk as to the quality, performance and results of this Software is with You. Should the Software be defective in any way, You (and not FacetCorp or their distributors or dealers) assume the entire cost of all necessary servicing, repair or correction.

FacetCorp SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL FacetCorp BE LIABLE FOR ANY LOSS OF PROFIT OR ANY OTHER COMMERCIAL DAMAGE, INCLUDING BUT NOT LIMITED TO SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES.

The Software and documentation are provided with "RESTRICTED RIGHTS." Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause in DFARS 252.227-7013. Rights for non-DOD U.S. Government Departments and Agencies are set forth in FAR 52.227-19 (c) (1,2).

FacetCorp reserves the right to conduct or have conducted audits to verify Your compliance with this Agreement. This Agreement shall be governed by the laws of the State of Texas, USA.

Termination: This license is in effect until terminated. You may terminate it at any time by destroying all copies of the Software in Your possession and providing written notice certifying this termination and destruction of Software copies. Your Software license granted under this Agreement will automatically and immediately terminate without notice if You violate any of the terms and conditions of this Agreement.

Acknowledgment: By using the Software, You acknowledge that You have read this license Agreement and limited warranty and agree to be bound by its terms and conditions. You agree that this agreement supersedes any and all prior oral and written communications relating to the subject matter hereof.