## Caligari Software License Agreement

This is a legal agreement between you and Caligari, Corp. This agreement permits you to use one copy of the Caligari software product on any single computer, provided you use it on one computer at a time. The license only grants the right to use this software and does not grant ownership in of the software or related materials to anyone. The software is owned by Caligari or its suppliers and is protected by US copyright Laws and International Treaty provisions. This license is your proof of license to exercise the rights granted herein and must be retained by you.

## **US Government Restricted Rights**

The Software and documentation are provided with Restricted Rights. Use, duplication, or disclosure by the government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause as DFARS 252.227-7013 or subparagraphs (c)(1), (2) and (3) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19 as applicable. Contractor/manufacturer is Caligari Corporation, 1 Microsoft Way, Redmond, WA 98052.

## **Limited Warranty**

Limited Warranty. Caligari warrants that the Software will perform substantially in accordance with the accompanying written materials and will be free from defects in materials and workmanship under normal use and service for a period of ninety (90) days from the date of receipt. Some states do not allow limitations on the duration of an implied warranty, so the above limitations may not apply to you. This limited warranty gives you specific legal rights. You may have others, which vary from state to state.

Customer Remedies. Caligari's entire liability and your exclusive remedy shall be, at Caligari's option, either (a) return of the purchase price or (b) repair or replacement of the Software that does not meet Caligari's Limited Warranty and that is returned to Caligari with a copy of your receipt. This Limited Warranty is void if failure of the Software has resulted from accident, abuse or misapplication. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Some of these remedies and product support services offered by Caligari may not be available outside the United States of America.

*No Other Warranties*. Caligari disclaims all other warranties, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, with respect to the Software, the accompanying written materials and any accompanying hardware. This limited warranty gives you specific legal rights. You may have others, which vary from state to state.

No liability for Consequential Damages. In no event shall Caligari or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use or inability to use this Caligari product, even if Caligari has been advised of the possibility of such damages. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.