

Seapine Software, Inc. ("Seapine") is willing to license the TestTrack software ("Software") to you only if you accept all of the terms in this license agreement. Please read the terms carefully before you install the software, because by installing the software you are agreeing to be bound by the terms of this agreement. If you do not agree to these terms, return the entire package and your receipt within 30 days to the place of purchase for a full refund.

Ownership of the Software

1. The TestTrack software and the accompanying written materials are owned by Seapine [or its suppliers] and are protected by United States copyright laws, by laws of other nations, and by international treaties.

Grant Of License

2. Seapine grants to you the right to install and use the the Software on a single machine. In no event shall you use the Software on more than one CPU at the same time.

Restrictions on Use and Transfer

3. You may not copy or duplicate the Software, except as necessary solely for archival purposes, program error verification, or to replace defective storage media. You agree to retain the Software and all copies in your possession.

4. You may permanently transfer the Software and accompanying written materials (including the most recent update and all prior versions) if you retain no copies and the transferee agrees to be bound by the terms of this Agreement. Such a transfer terminates your license. You may not rent or lease the Software or otherwise transfer or assign the right to use the Software, except as stated in this paragraph.

5. You may not reverse engineer, decompile, or disassemble the Software.

Limited Warranty

6. Seapine warrants the Software will perform substantially in accordance with the accompanying written materials for a period of 30 days from the date of your receipt of the Software. Any implied warranties on the Software are limited to 30 days. Some states do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you.

7. Seapine disclaims all other warranties, either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement, with respect to the software and the accompanying written materials. This limited warranty gives you specific legal rights. You may have others, which vary from state to state.

8. Seapine's entire liability and your exclusive remedy shall be, at Seapine's choice, either (a) return of the price paid or (b) replacement of the software that does not meet Seapine's limited warranty and which is returned to Seapine with a copy of your receipt. Any replacement Software will be warranted for the remainder of the original warranty period or 30 days, whichever is longer.

9. This Limited Warranty is void if failure of the Software has resulted from modification, accident, abuse, or misapplication.

10. In no event will Seapine be liable to you for damages, including any loss of profits, lost savings, or other incidental or consequential damages arising out of your use or inability to use the software. 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.

11. This Agreement is governed by the laws of the State of Ohio. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of this Agreement, which shall remain valid and enforceable according to its terms. You agree that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations. This Agreement shall automatically terminate upon failure by you to comply with its terms.

12. U.S. Government Restricted Rights. The Software and documentation are provided with Restricted Rights. Use, duplication, or disclosure by the Government is subject to restrictions set forth in subparagraph (c)(1) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1)(ii) and (2) of Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. Supplier is Seapine Software, Inc., 1066 Seapine Court, Maineville, OH 45039, USA.

13. If you have any questions concerning this Agreement or wish to contact Seapine for any reason, please call Seapine Software Licensing at (513) 683-6456 or write: Seapine Software, Inc., 1066 Seapine Court, Maineville, OH 45039, USA.