# MOUNTAIN RIDGE DATAWORKS SOFTWARE LICENSE AGREEMENT

IMPORTANT: This legal document is an agreement between you (the "Licensee") and Mountain Ridge Dataworks. Mac INIT Strings is herein referred to as "the Software".

### Acceptance

By clicking the AGREE button, you accept the terms and conditions of this License Agreement. If you do not agree to these terms and conditions, you must destroy all copies of the Software in your possession immediately.

In consideration of your payment of the license fee and your agreement to abide by the terms of this License Agreement, Mountain Ridge Dataworks agrees to grant you a personal, non-transferable and non-exclusive limited license to use ONE (1) copy of Mac INIT Strings. You assume total responsibility for selecting the program to achieve your intended results as well as for the installation, usage and results obtained.

Single User License

This single-user license authorizes you to:

a. use the Software on a SINGLE computer for 14 days at which point, you must register your copy of the Software; and b. make ONE (1) copy of the Software for backup purposes only in support of your use of the program on the single computer.

Multi-User License

An additional multi-user license is available at an additional cost which will authorize you to:

use the Software on MULTIPLE computers in accordance with the additional licensing fee and licensing terms; and b. make ONE (1) copy of the Software for backup purposes only in support of your use of the program.

## Ownership Of Software

Title to the Software will at all times remain with Mountain Ridge Dataworks. The Software and documentation accompanying this License whether on disk, in read only memory, on any other media or in any other form are licensed to you by Mountain Ridge Dataworks. You own the media on which the Software is recorded but Mountain Ridge Dataworks retains title to the Software. The software in this package and any copies which this License authorizes you to make are subject to this License. This Software is licensed only to you and may not be transferred or distributed to anyone without the prior written consent of Mountain Ridge Dataworks.

## Copy Restrictions

This Software is a copyright of Mountain Ridge Dataworks. Unauthorized copying of the Software is forbidden. You may be held legally responsible for any copyright infringement which is caused or encouraged by your failure to abide by the terms of this agreement.

## **Usage Restrictions**

As the Licensee, you may either (a) make ONE (1) copy of the Software solely for backup or archival purposes, or (b) transfer the Software to a single hard disk provided you keep the original solely for backup or archival purposes. You may not electronically transfer the Software from one computer to another over a network. You may not distribute

copies of the Software to others. You may not modify, adopt, translate, reverse engineer, decompile, disassemble or create derivative works based on the Software without the prior written consent of Mountain Ridge Dataworks.

## Online Distribution

The unregistered version of Mac INIT Strings may be freely distributed (but not charged for) over the Internet provided that the Installer, Read Me File and Order Form are all present. If your organization intends on using Mac INIT Strings for re-distribution to other members or subscribers within your organization, you must obtain a site license.

#### Termination Of License

This License is effective immediately until terminated. It will terminate automatically, without prior notice from Mountain Ridge Dataworks, if you fail to comply with any of its provisions. Upon termination, you shall destroy the written materials and all copies of the Software. Mountain Ridge Dataworks reserves the right to suspend registered and/or non-registered use of Mac INIT Strings to any user(s) at any time.

## Limited Warranty And Disclaimer

The Software is provided "AS IS" and without warranty of any kind. Mountain Ridge Dataworks warrants the media on which the 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 purchase. Mountain Ridge Dataworks does not warrant, guarantee or make any representation regarding the use, or the results of use, of the Software or written materials in terms of correctness, accuracy, reliability, currency or otherwise. The entire risk as to the results and performance of the Software is assumed by you.

Mountain Ridge Dataworks' entire liability and your exclusive remedy shall be the replacement of any diskette found to be defective and returned by you, the Original Registered Licensee, within ninety (90) days from the date of purchase prepaid with a copy of the receipt of purchase. The limited warranty is void if failure of the Software has resulted from accident, abuse or misapplication.

You expressly acknowledge and agree that use of the Software is at your sole risk. The above is the only warranty of any kind, either expressed or implied, statutory or otherwise, including but not limited to the implied warranties of merchant ability and fitness for a particular purpose that is made by Mountain Ridge Dataworks on the Software.

In no event shall Mountain Ridge Dataworks be held responsible for any special, direct, indirect, incidental or consequential damages of any kind, or any damages whatsoever, including, without limitation, those resulting from loss of use, data or profits whether or not advised of the possibility of damage, and on any theory of liability, arising out of or in connection with the use or performance of Mac INIT Strings.

From time to time, Mountain Ridge Dataworks may create updated versions of Mac INIT Strings. Mountain Ridge Dataworks will make such updates available to Licensees who have submitted electronic registrations to Mountain Ridge Dataworks and who have paid the update fee, if applicable. Updates will not be made available to unregistered users of Mac INIT Strings.

Mountain Ridge Dataworks does not own the INITialization strings contained in Mac INIT Strings. We didn't write them and we assume absolutely no liability nor responsibility for their usage.

This agreement shall be governed by the laws of the Province of British Columbia, CANADA.

## Copyrights And Special Thanks

Portions of this code provided by The Core Collection ©1998, ©1989-1998 Frederic Rinaldi and Red Designs. Serial Tool 1.0.2 is used under license from Apple Computer.

Other code, externals and plug-ins ©1996-99 Mountain Ridge Dataworks. Unauthorized duplication and/or removal and re-use of resources strictly prohibited.

Special thanks to the Icon Factory for some of the icons used in Mac INIT Strings.

All other product and software references (sorry if we missed anyone) are a copyright of their respective vendors and developers.

Mac INIT Strings ©1996-99 Mountain Ridge Dataworks Written by Mark Weston