Terms and Conditions of This Software License

Public Access Software ("Licensor") is willing to license the enclsed software to you only if you accept all of the terms in this license agreement. By using the software you are agreeing to these terms. If you do not agree to these terms Licensor will not license this software to you. In this case you should delete any and all copies of the software and apply for a full refund.

Ownership of the Software

1. sLog ("Software") and the accompanying written materials are owned by Licensor and are protected by United States copyright laws, by any laws of other nations and by international treaties.

Grant of License

2. Licensor grants to you the right to use one copy of the Software on a single computer. You may load one copy into permanent memory of one computer and use that copy only on that same computer. You may not install the software on a network.

Restrictions on Use and Transfer

- 3. You may not copy the Software, except that (1) you may make one copy of the Software solely for backup or archival purposes, and (2) you may transfer the Software to a single hard disk provided you keep the original solely for backup and archival purposes. You may not copy the written materials, if any.
- 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 dissasemble the Software.
- 6. You may not further distribute the Software, or package the Software with your own work. Such distribution would require an additional license agreement Public Access Software.

Limited Warranty

- 7. Licensor warrants that the Software will perform substantially in accordance with accompanying written materials for a period of 90 days from the date of your receipt of the Software. Any implied warranties on the Software are limited to 90 days. Some states do not allow limitation on duration of an implied warranty, so the above limitation may not apply to you.
- 8. LICENSOR DISCLAIMS ALL OTHER WARRANTIES , EITHER EXPRESSED 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.

- 9. LICENSOR'S ENITRE LIABILITY AND YOUR EXCLUSIVE REMEDY SHALL BE, AT LICENSOR'S CHOICE, EITHER (A) RETURN OF THE PRICE PAID, OR (B) REPLACEMENT OF THE SOFTWARE THAT DOES NOT MEET THE LICENSOR'S LIMITED WARRANTY AND WHICH IS RETURNED TO THE LICENSOR 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. These remedies are not available outside of the United States.
- 10. This Limited Warranty is void if failure of the Software has resulted from modification, accident, abuse or misapplication.
- 11.
 IN NO EVENT WILL THE LICENSOR 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 limitations may not apply to you.
- 12. This Agreement is governed by the laws of the State of Arizona.
- 13. If you have any questions concerning this Agreement or wish to contact Licensor for any reason, please write: Public Access Software, 432 S. Robson St., Mesa AZ 85210, or call 480-964-4046.
- 14. U.S. Government Restricted Rights. The Software Package and documentation are provided with Restricted Rights. Use, duplication, or disclosure by the Government is subject to restriction set forth in subparagraph (c)(1) of The Rights in Technical Data and Computer Software clause at DFARS 252.277-7013 or subparagraphs (c)(1)(ii) and (2) of Commercial Computer Software Restricted Rights at 48 CFR 52.227-19, as applicable. Supplier is Public Access Software, 432 S. Robson St., Mesa AZ 85210.