

MACMILLAN/McGRAW-HILL SCHOOL PUBLISHING COMPANY

SOFTWARE LICENSE AGREEMENT AND LIMITED WARRANTY

Notice to Customer *By opening this package you accept all the terms and conditions of this agreement. Please read it carefully. If you do not agree to the terms and conditions of this agreement, please return the package unopened, together with proof of purchase, to **Macmillan/McGraw-Hill School Division Company** ("Publisher") at the address listed below and your money will be refunded.*

Publisher authorizes you (the Customer, the Licensee") to use the enclosed computer programs and related materials (collectively, "the Software") delivered with this Agreement (and any authorized copies thereof) in accordance with the type of license you have purchased (the "License").

TYPES OF LICENSES.

You are authorized to use this product on a single machine (**Standard**) unless you have purchased a **Site License**, a **District License** or a **Network License**.

A **Standard License** permits you to use the Software for educational purposes on any compatible computer provided you use the Software on only one computer at a time. You may also make one (1) back-up copy of the Software for archival purposes.

A **Site License** permits you to make multiple copies of the Software and use the copies on multiple computers at the same time within a single Site location for internal educational purposes. A "**Site**" is defined as a teaching institution (not a School District) occupying a single building or campus address. Any use outside of this single Site is not permitted, except for home use by students who attend school on this Site.

A **District License** applies to all Sites located within a single school district as a legal unit and authorizes the same uses and copying as are permitted under a Site License at each of the Site locations within the District for internal educational uses.

A **Network License** permits you to install and use the Software on a single network, multi-user system, file server or equivalent device at one time for internal educational use on the Site. You may transfer this Software to another Network located on the Site only if you delete the Software from the prior network.

RESTRICTIONS.

You are not permitted to:

- Make copies of the Software (including related materials) for use on the Site, except as above permitted.
- Use the Software in a multiple user arrangement or a network unless you have purchased a Site License, District License or Network License.
- Rent, lease, sublicense, timeshare, lend, donate, transfer or otherwise distribute the Software or copies thereof to anyone outside of the specified Site or transfer your rights under this license except as herein authorized.
- Alter, adapt, translate, decompile, display, print, disassemble or reverse engineer program code comprising the Software, or make derivative works based on the Software.
- Remove or obscure any copyright or trademark notice from the Software.

COPIES.

Copies can be made only as authorized above in machine readable form. Print copies of Software code are not authorized. All copyright and trademark notices must remain on all copies. All copies must be faithful reproductions and you are solely responsible for the content, quality and operation of all Software copies.

SOFTWARE OWNERSHIP AND TITLE.

As the Licensee, you own the physical media on which the Software is originally or subsequently recorded or fixed. Publisher retains title and ownership, including copyright, of the Software recorded on the original disk and all subsequent copies of the Software, regardless of the form or media in or on which the original, and other copies may exist. This License authorizes limited, nonexclusive use of the Software and is not a sale of the original Software or any copy thereof. Publisher retains all rights not expressly granted. This license is revocable in accordance with its terms.

TRANSFER RESTRICTIONS.

The Software is licensed only to you, and may be transferred to another party only if the other party accepts all the terms and conditions of this License. Upon such transfer, this license with you will terminate. If you transfer the Software to another party, you must transfer the original diskettes and all documentation, including this Software License Agreement. You must delete or destroy all copies of Software not transferred.

TERMINATION.

This license is effective until terminated. You may terminate it at any time by ceasing use of the Software and by destroying the Software together with all copies of it. This License will terminate automatically without notice from Publisher, if you fail to comply with any term or condition of this License Agreement. Upon termination you agree to destroy the Software, and all the written materials.

LIMITED WARRANTY, REPLACEMENT AND DISCLAIMER.

Publisher warrants that the original diskette on which the Software is recorded is free from defects in material and workmanship for thirty (30) days after the date the Software has been shipped to you. If during that period you cannot properly load the program, you may return it together with proof-of-purchase (including date of purchase) to the Publisher for replacement. If the Software is then available from Publisher, the Publisher will replace the diskette(s) and ship it to you without charge if the defect has not resulted from an accident, abuse or misapplication. This replacement and/or the refund of monies paid to Publisher is at Publisher's option, and constitutes the only remedies available to you in the event that a diskette(s) is defective. This warranty and replacement policy does not apply to replacement of diskettes which are copies of the original Software diskettes.

Returns should be sent to:

**MACMILLAN/MCGRAW-HILL
SCHOOL DIVISION
Customer Service
220 East Danieldale Road
DeSoto, Texas 75115-8815 USA**

This Limited Warranty is in lieu of all other express warranties on the Diskette. This software is licensed on an "as is" basis without warranty, and publisher hereby specifically disclaims all express and implied warranties, including, without limitation, any warranty of merchantability or fitness for a particular purpose. Any warranties which are so excluded are limited in duration to the duration of the limited warranty stated above. In no event shall publisher or any other party who has been involved in the creation, production or delivery of the software be liable for any indirect, special or consequential damages, whether resulting from defects in the diskette, or arising out of this license agreement, or resulting from the selection and use, the inability to use, the results or use, the documentation or performance of the software licensed hereunder. In any case, publisher's liability for any claim regarding this software is limited to the original purchase price paid by you, the original licensee.

Some states do not allow limitation or exclusion of implied warranties or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific rights, and you may also have other rights which may vary from state to state.

SOFTWARE SUPPORT.

Software support service, if any, shall be, at all times, as determined solely by Publisher. You acknowledge and agree that Publisher may, at its discretion, and without liability to you, withdraw support for the Software, change the terms and conditions of any License relating to the Software, or may introduce new releases or versions of Software that are not functionally compatible with some or all previous releases or versions of the Software. Publisher will make available to you such new releases or versions of the Software for a license fee and upon such other commercial terms and conditions as Publisher in its sole discretion shall determine.

GENERAL.

The laws of the State of New York shall govern this License. The invalidity or unenforceability of any provision of this License shall not affect the other provisions hereof. This License constitutes the entire and exclusive agreement, and supersedes any and all prior agreements and proposals between Publisher and you with regard to the Software and any other items contained in this package. No employee or agent of Publisher is authorized to modify this License or Limited Warranty.