DO NOT CONTINUE until you have read the License Agreement. Pressing the ACCEPT button indicates your acceptance of this License Agreement. If you do not accept the terms of the License Agreement you have five (5) days from the date of Purchase to return the merchandise with the original sales receipt to the place of purchase and your money will be refunded.

RESTRICTED RIGHTS LEGEND
All use, duplication, or disclosure whatsoever by the Government shall be expressly subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 52.227-7013.

Century Software, Inc. License Agreement
PLEASE READ THIS LICENSE AGREEMENT
By using this software you accept this license agreement. If you do not agree to abide by the terms of the license agreement, you may return this product with the original sales receipt to the place of purchase for a refund within five (5) days of purchase.

SECTION 1 - DEFINITIONS
1.1 "Century" means Century Software Inc., 6465 S 3000 East, Suite 104, Salt Lake City, Utah 84121
1.2 "Licensee" means the individual or the business entity to whom this copy of Software is licensed.
1.3 "Computer" is a single computer system, with or without hard disk storage, on which the Licensee is licensed to use the Software. Use on networks of linked computers requires additional Licenses or a server based License.
1.4 "Software" is the set of copyrighted, object-code computer programs provided in the accompanying sealed package. This Agreement does not entitle Licensee to any source code.
1.5 "Documentation" means Century's Published Software manual(s) and any other written, printed, or electronic material provided by Century with the Software.
1.6 "License" means the License purchased and granted pursuant to Paragraph 2.1.
1.7 "License Fee" means the payment made by Licensee for the purchase of the License. The License fee does not include any sales or use tax or other tax that may be imposed by any government agency. Licensee is responsible for the payment of all such taxes.
1.8 "Derivative" means any computer program code which may be developed that is derived from or contains any part of the Software.
1.9 "Evaluation Version" is a version of Century's Software that expires 30 days from date of installation.
1.10 "Not For Resale" or "NFR" is a version of Century's Software that cannot be resold.

SECTION 2 - LICENSE AND PROTECTION OF SOFTWARE
2.1 License Grant: Century grants to Licensee and Licensee purchases, a nonexclusive, nontransferable license to install this copy of the Software on as many computers or, in the case of a server-based License, servers at a single location as the number of user Licenses or server Licenses, as the case may be, authorized by the activation key sheet. Century may terminate this License at any time by notice to Licensee, should Licensee breach this Agreement. Century reserves all rights not expressly granted in this License.

2.2 Protection of Software: Licensee agrees to take all reasonable steps to protect Century's Software from unauthorized copying or use. Licensee agrees to pay Century for additional Licenses if Licensee uses the Software in any way beyond the scope of this License. Licensee agrees not to disassemble, decompile, or otherwise reverse engineer the Software. Licensee agrees either to destroy or return the original and all other copies of the Software to Century upon termination of this License.

2.3 Copies: Licensee shall not copy the Software except as necessary to use the Software on the licensed Computer(s) or to back up such licensed use. All trademark and
copyright notices must be faithfully reproduced and included on such copies. Licensee may not copy the Documentation.

2.4 Ownership: Ownership of, and title to, the Software and Documentation and all copies thereof (including copies provided with this Agreement and copies under Paragraph 2.3) shall be held by Century. Copies are loaned to Licensee to allow Licensee to exercise rights under the License.

2.5 Restrictions: Licensee shall not rent, lease, sublicense, transfer, network, reproduce, display, or timeshare this Software, except as expressly permitted by the Agreement or by Century in writing.

2.6 Number of Computers: This Software may be used on the same number of Computers as user licenses, or servers as server licenses purchased. Licensee may change the Computer(s) or server(s) on which Licensee is authorized to use the Software to another Computer(s) or server(s), as the case may be, within Licensee's immediate organization. In such case, neither Licensee nor anyone else may continue to use the Software on the former Computer(s) or server(s). In no event may Licensee transfer the Software to a higher class of server (as designated in Century's Price List) without the prior written consent of Century.

2.7 Transfer: Licensee may not transfer any copy of the Software to another person or entity outside Licensee's immediate organization, on either a permanent or temporary basis, unless Licensee obtains the prior written approval of Century and pays the current license transfer fee. Approval will not unreasonably be withheld if Licensee advises Century in writing of the name and address of the proposed license transferee, the license transferee returns a copy of the Registration Card, and the transferee agrees to be bound by the terms of this Agreement. Century will provide an additional copy of this Agreement and a new Registration Card for this purpose upon request. If the license transfer is approved, Licensee must transfer all copies of the Software and Documentation including the originals.

2.8 Derivatives: Should Licensee make any Derivative of the Software, title to the Derivative (including copyright, trade secrets and other intellectual property) and all copies thereof shall be deemed assigned to Century.

2.9 Evaluation Version(s): Is a single user copy of Century's Software, that may be made available for examination prior to the purchase of that Software. The Evaluation version's license cannot be transferred from the original user. Evaluation versions expire after 30 days following installation at which time an activation key may be purchased. Evaluation versions of the Software may contact Century and transmit statistics regarding errors and runtime information.

2.10 Not For Resale (NFR) Versions: NFR versions of Century Software's products cannot be resold. A Not For Resale version can contain any number of Licenses.

SECTION 3 – LIMITED WARRANTY AND LIMITED LIABILITY

3.1 Registration Card: Century shall have no obligation under this Limited Warranty if the enclosed Registration Card is not promptly completed, signed, and returned to Century.

3.2 Compatibility: The Software is only compatible with the computer systems identified on the Century product purchased. This Software is not compatible with or warranted for any other kind of computer, server, or operating system. Century does not warrant that the Software is compatible with any other computer programs.

3.3 Media and Documentation: Century warrants that if the enclosed media (e.g., compact disk, magnetic diskettes, etc.) or Documentation are in a damaged or physically defective condition at the time that the License is purchased, and if they are returned to Century, then Century will provide Licensee with replacements at no charge.

3.4 Software: Century warrants that if the Software fails to substantially conform to the specifications in the Documentation and any other specifications published by Century, and if nonconformity is reported in writing by Licensee to Century, then Century shall either remedy the nonconformity or offer to refund the License Fee to Licensee upon return of the Software and Documentation to place of purchase. In the event of a refund, the License shall terminate. To preserve the License, the Licensee may decline the refund and retain the Software and Documentation.
3.5 90-Day Limited Warranty: Paragraphs 3.3 and 3.4 expire 90 days from the date of purchase of the License. Licensee must provide to Century a dated proof of purchase (e.g., dated sales receipt).

3.6 DISCLAIMER OF WARRANTIES: CENTURY MAKES NO WARRANTY, REPRESENTATION, OR PROMISE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. CENTURY DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, USAGE OF TRADE, TITLE, AND NONINFRINGEMENT. CENTURY DOES NOT WARRANT THAT THE LICENSED SOFTWARE WILL SATISFY LICENSEE'S REQUIREMENTS OR THAT THE LICENSED SOFTWARE IS WITHOUT DEFECT OR ERROR, THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED. THE AGENTS, EMPLOYEES, DISTRIBUTORS, AND DEALERS OF CENTURY MAY NOT MODIFY THIS AGREEMENT OR MAKE ADDITIONAL WARRANTIES BINDING ON CENTURY.

3.7 LIMITATIONS ON LIABILITY: CENTURY'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT OR THE LICENSED SOFTWARE (REGARDLESS OF THE FORM OF ACTION OR CLAIM, E.G., CONTRACT, WARRANTY, TORT, COMPUTER MALPRACTICE, FRAUD, AND/OR OTHERWISE) IS LIMITED TO THE TOTAL OF ALL PAYMENTS RECEIVED BY CENTURY FROM CUSTOMER UNDER THIS AGREEMENT. CENTURY SHALL NOT IN ANY CASE BE LIABLE FROM ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES EVEN IF CENTURY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CENTURY IS NOT RESPONSIBLE FOR LOST PROFITS OR REVENUE, LOSS OF USE OF THE LICENSED SOFTWARE, LOSS OF DATA, COSTS OF RECREATING LOST DATA, THE COST OF ANY SUBSTITUTE EQUIPMENT OR PROGRAM, OR CLAIMS BY ANY PARTY OTHER THAN CUSTOMER.

3.8 SOLE REMEDY AND ALLOCATION OF RISK: CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IS SET FORTH IN THIS AGREEMENT. THIS AGREEMENT DEFINES A MUTUALLY AGREED-UPON ALLOCATION OF RISK AND CENTURY'S PRICES AND FEES REFLECT SUCH ALLOCATION OF RISK.

SECTION 4 - GENERAL CONDITIONS

4.1 Governing Law: This Agreement shall be governed by the laws of the State of Utah and the United States of America.

4.2 Entire Agreement: This Agreement sets forth the entire understanding and agreement between Century and Licensee and may be amended only in a writing signed by both parties.

4.3 Severability: If any provision in this Agreement is invalid or unenforceable, such provision shall be construed, limited, or if necessary, severed to the extent necessary to eliminate the invalidity or unenforceability, and the other provisions of the Agreement shall remain unaffected.

4.4 Export Act: Licensee hereby warrants and certifies that no Licensed Software or any related item or product will be made available or exported to any country in contravention of any law of the United States, including the Export Administration Act of 1979 and regulations relating thereto.