

Lapl原因 Software, Inc. ("LAPLINK") License Agreement

IF YOU BREAK THE SEAL OR OTHERWISE OPEN THE PACKAGE CONTAINING THE SOFTWARE PROGRAM MEDIA OR BY INSTALLING THE SOFTWARE, YOU ARE BY THAT ACT ACKNOWLEDGING THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. IF YOU ARE AN EMPLOYEE OR AGENT OF A COMPANY AND ARE ENTERING INTO THIS AGREEMENT TO OBTAIN THE SOFTWARE FOR USE BY THE COMPANY FOR ITS OWN BUSINESS PURPOSES, YOU HEREBY AGREE THAT YOU ENTER INTO THIS AGREEMENT ON BEHALF OF THE COMPANY AND THAT YOU HAVE THE AUTHORITY TO BIND THE COMPANY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US AND SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, BOTH ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. YOU FURTHER AGREE THAT IF LAPLINK IS REQUIRED TO ENGAGE IN ANY PROCEEDING, LEGAL OR OTHERWISE, TO ENFORCE ITS RIGHTS UNDER THIS AGREEMENT, LAPLINK SHALL BE ENTITLED TO RECOVER FROM LICENSEE, IN ADDITION TO ANY OTHER SUMS DUE, REASONABLE ATTORNEY FEES, COSTS AND DISBURSEMENTS.

RESERVATION OF RIGHTS AND OWNERSHIP OF SOFTWARE. LAPLINK reserves all rights not expressly granted to you in this License Agreement. You acknowledge and agree that all of the computer programs (including updates that LAPLINK may furnish to you from time to time) and associated documentation contained in this package (collectively, the "Software") are owned exclusively by LAPLINK and/or its licensors. The Software is protected under copyright and other intellectual property laws of the United States and international copyright treaties. You acknowledge and agree that the price paid by you for the Software is a license fee granting you only the rights set forth in this License Agreement.

LICENSE. LAPLINK grants to you, and you accept, a limited, non-exclusive and revocable license to use the Software, in machine-readable, object code form only. You agree to use the Software only as authorized in this License Agreement. This License Agreement does not convey to you any ownership rights or any other interest in the Software.

SCOPE OF LICENSE. You may not make any changes or modifications to the Software, and you may not translate, decompile, disassemble, or otherwise reverse engineer the computer program(s), except to the extent permitted by applicable law. This is a single-user, multiple computer license, which means you are authorized to use the Software on up to a total of five (5) computers that are used by you. A valid license must be purchased for each person who will use the Software. You may only use the Software to connect with a computer not used by you if the user of that computer has a valid license. If this software is to be installed on a network server, or more than one user can run the Software, you must purchase an additional license for each user or workstation. Please contact the location where you purchased the Software and this license, or contact LAPLINK, to obtain additional licenses.

You may not loan, rent, lease or sublicense the Software or any copy to others for any purpose. You agree to use all reasonable efforts to protect the Software from unauthorized use, modification, reproduction, distribution or publication. You are not permitted to make any uses or copies of the Software that are not specifically authorized by the terms of this License Agreement, and LAPLINK reserves all rights that are not expressly granted to you. Your adherence to this License Agreement will allow LAPLINK to continue developing innovative and useful products and providing a high level of

customer service and support.

TERM. This license will become effective on the date you acquire the Software and will remain in force until terminated. You may terminate this license at any time by removing the Software from your computer and destroying the original Software and all copies. This license will automatically terminate if you breach any of the terms or conditions set out in this License Agreement. You agree to remove the Software from any computer(s) on which you installed the Software, and either to destroy the original Software and all copies of the Software and documentation or to return them to Laplink Software, upon termination of this license for any reason.

Additional charges may apply if file transfers using Laplink Internet continually exceed 100 MB or more within 30 days, at LAPLINK's discretion.

TRANSFER. You may transfer your license of the Software to another party by transferring the original program media and all applicable documentation, including the original of this License Agreement, to the recipient, who agrees to the terms of this Agreement. All other copies of the Software must be deleted and/or destroyed. Any transfer of possession of the Software terminates your license and all associated benefits under this License Agreement. You must notify Laplink in writing of such a transfer.

ARCHIVAL COPY. You may copy this Software and associated documentation for backup or archival purposes. Alternatively, you may transfer this Software to a single hard disk drive, provided that you keep the original program media and accompanying documentation in your possession for backup or archival purposes. Any such copies of the Software or documentation shall include LAPLINK's copyright and other ownership notices. No other copies of Software or documentation may be made by you or any person under your authority or control.

LIMITED WARRANTY. LAPLINK warrants the physical program media and physical documentation to be free from defects in materials and workmanship for a period of 30 (thirty) days from the date of your purchase. If you notify Laplink of defects in materials or workmanship during the warranty period, LAPLINK will replace the defective program media or documentation or, at its option, refund the purchase price. Your remedy for breach of this warranty shall be limited to replacement or refund and shall not encompass any other damages.

No dealer, distributor, agent or employee of LAPLINK is authorized to make any modification or addition to the warranty and remedies stated above. LAPLINK is authorized to make any modification or addition to the warranty and remedies stated above.

LAPLINK SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LAPLINK DOES NOT WARRANT THE PHYSICAL PROGRAM MEDIA, PHYSICAL DOCUMENTATION OR COMPUTER PROGRAM(S) OTHER THAN AS EXPRESSLY STATED ABOVE, NOR DOES LAPLINK PROVIDE ANY WARRANTY AS TO THE OPERATION OF THE SOFTWARE OR ITS FITNESS FOR ANY PARTICULAR APPLICATION, USE, OR PURPOSE.

LIMITATION OF LIABILITIES AND REMEDIES. IN NO EVENT SHALL LAPLINK OR ITS LICENSORS HAVE ANY LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES, WHATSOEVER, INCLUDING WITHOUT LIMITATION,

DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE ARISING OUT OF THIS AGREEMENT, THE LICENSING OF SOFTWARE BY LAPLINK OR THE PROVISION OF MAINTENANCE AND SUPPORT SERVICES BY LAPLINK, EVEN IF LICENSEE HAS ADVISED LAPLINK OF THE POSSIBILITY OF SUCH DAMAGES, AND INCLUDING UNDER ANY CLAIM OF NEGLIGENCE, STRICT LIABILITY, DESIGN DEFECT, OR OTHER THEORY. IN NO EVENT SHALL THE LIABILITY OF LAPLINK OR ITS LICENSORS EXCEED THE PURCHASE PRICE PAID FOR THE SOFTWARE, LESS ALL APPLICABLE TAXES AND DUTIES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE AFOREMENTIONED LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

U.S. GOVERNMENT RESTRICTED RIGHTS. The Software is provided with Restricted Rights. Use, duplication, or disclosure by the United States Government is subject to restrictions set forth in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Contractor/Manufacturer is Laplink Software, Inc., 14335 NE 24th Street, Suite 201, Bellevue, WA 98007 U.S.A.

TRADEMARKS. Laplink, the Laplink logo, Connect Your World, Laplink Gold, SmartXchange, and SpeedSync are either trademarks or registered trademarks of Laplink Software, Inc. in the United States and/or other countries. Other trademarks, product names, company names, and logos are the property of their respective holder(s). SpeedSync is covered by U.S. Patent No. 5,446,888 and other filings.

No right or license to any trademarks owned by Laplink Software, Inc. or others appearing in the Software or packaging is granted to you by this License Agreement.

TERMINATION. This license and your right to use this software shall automatically terminate if you fail to comply with any provision of this license and warranty agreement.

EXPORT LAW. The Software and related technology are subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree to strictly comply with all such laws and regulations and acknowledge that you have the responsibility to obtain such licenses to export, re-export or import as may be required.

HIGH RISK ACTIVITY. You acknowledge and agree that the Software is not intended for use with any high risk or strict liability activity, including, without limitation, air or space travel, technical building or structural design, power plant design or operation, life support or emergency medical operations or uses, and that LAPLINK makes no warranty and shall have no liability arising from any use of the Software in any high risk or strict liability activities.

MISCELLANEOUS. Unless otherwise restricted by law, you agree that this License Agreement shall be construed, interpreted and governed by the laws of the State of Washington of the United States of America, without regard to the laws governing conflicts of law. If any action is brought by either party against the other regarding any subject matter of this License Agreement, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorney fees and expenses of litigation. You further agree that any claim relating to this License Agreement shall be brought in the courts of competent jurisdiction in the State of Washington.

If any term of this License Agreement is declared void or unenforceable by any court of competent jurisdiction, enforcement of the remaining terms shall not be affected. No waiver of any right under this License Agreement shall be effective unless in writing and signed by both parties. No waiver of any past or present right arising from any breach or failure to perform shall be deemed to be a waiver of any future right arising under this License Agreement. This License Agreement sets forth the entire agreement between Laplink and you with respect to all matters covered herein.

IF YOU HAVE ANY QUESTIONS CONCERNING THIS LICENSE AGREEMENT, PLEASE CONTACT Laplink Software, Inc. at 14335 NE 24th Street, Suite 201, Bellevue, WA 98007 U.S.A. (425.952.6000).