

End User License Agreement

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Except as specifically permitted in this Agreement, you may not (i) copy the Software or this manual, (ii) modify the Software or separate out any of its components for use with other software (except to the extent contemplated in the enclosed user documentation), (iii) use the Software to provide time sharing, service bureau, or similar services, or (iv) decompile, disassemble, or otherwise reverse engineer the Software. Further, you may not allow anyone to do anything that this Agreement prohibits you from doing.

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2. Limited Warranties and Disclaimer.

(a) ControlSoft warrants that, for ninety (90) days after you obtain the Software (the “Warranty Period”), (i) the Software will operate as stated in the enclosed user documentation, and (ii) the disk or other media on which the Software is provided will be free of defects in material or workmanship. This limited warranty does not cover anything caused by accident or abuse or by use of the Software other than for its reasonably intended purposes and as recommended in the accompanying user documentation. Also, ControlSoft does not warrant that the operation of the Software will be uninterrupted or error-free. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

(b) Except as stated in Section 2(a), ControlSoft does not make any warranties. In particular, ControlSoft disclaims all implied warranties, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. The duration of any implied warranty that is not effectively disclaimed will be limited to the 90-day Warranty Period (WP). Some states do not apply limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

3. Exclusive Remedies.

(a) If, during the Warranty Period, you report any breach of warranty to ControlSoft and ControlSoft is reasonably able to verify that breach, ControlSoft will, at its option, either (i) correct the Software or replace any defective media, (ii) help you work around or avoid the problem, or (iii) allow you to return the Software and all accompanying written materials in the original packaging for a full refund. If you return the Software for a refund, you may not retain or use the Software, and you must immediately destroy all backup copies and any other copies of the Software in your possession or control.

(b) During the Warranty Period, you may report breaches of warranty over the phone by calling 440-443-3900 inside the United States and Canada or access code plus 1 plus 440-443-3900 outside the United States and Canada or by letter addressed to ControlSoft Inc., 5387 Avion Park Road, Highland Heights, Ohio 44143, Attn. Customer Service. You must describe the breach in detail and include a phone number or address at which you can be reached during normal business hours. ControlSoft will respond within a reasonable time to any reported breach. You must pay all costs of shipping any Software or other materials from you to ControlSoft and from ControlSoft to you. Any corrected or replaced software that you obtain under this Agreement will be considered part of the Software licensed under this Agreement, and will be covered by warranty only for any time remaining in the original Warranty Period.

(c) The remedies stated in this Section 3 are your only rights or remedies, and will be ControlSoft’s only liability or obligation, for any breach by ControlSoft of any warranty.

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8. Termination.

ControlSoft may terminate this Agreement if you violate it. You must destroy all copies of the Software in your possession or control promptly upon termination. Upon ControlSoft's request, you must certify in writing that you have complied with your obligations under this Section 8 and otherwise under this Agreement. Termination by ControlSoft will not limit any of its other rights or remedies under this Agreement or at law or in equity. Any provision of this Agreement that by its sense and context is intended to survive termination of this Agreement will survive termination.

9. Severability.

If any provision of this Agreement is illegal or unenforceable under applicable law, the remaining provisions of this Agreement will remain valid and fully enforceable. If any provision is in part enforceable and in part unenforceable, it will be enforced to the extent permitted under applicable laws.

10. U.S. Government Restricted Rights.

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11. Governing Law.

This Agreement is governed by Ohio law.

12. Entire Agreement.

This Agreement, together with any special rights promotions provided in writing with your copy of the Software, is the entire agreement between you and ControlSoft relating to the Software. It supersedes any prior or contemporaneous oral or written communication relating to the Software.

Questions?

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