

WEAVEPOINT END USER LICENSE AGREEMENT

NOTICE TO USERS: CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT. USE OF THE SOFTWARE PROVIDED WITH THIS AGREEMENT CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS. USER'S USE OF THIS SOFTWARE IS CONDITIONED UPON COMPLIANCE BY USER WITH THE TERMS OF THIS AGREEMENT.

This software package contains software and related explanatory written materials (documentation). The term Software shall also include any upgrades, notified versions, updates, additions and copies of the software licensed to you.

1. License

You have the non exclusive right to use WeavePoint on a single computer.

You may not install this software on more than one computer, or use it over a network, without the written permission from B.T. Myhre or from an authorized supplier, by a multi-user, network or site license.

As an exception to the above, you may install this software on more than one computer, as long as it under no circumstance is used on more than one computer at the same time. For example, if you have one computer at the workshop and one at home, you can use the program on both computers, but only if no other person can use the program in the workshop when you may use it at home. If more than one person want to use the program independently, each user must have a license.

If you have purchased a multiple user school license or company license, you may install the program on up to as many computers at the school or company as the number of licenses purchased.

You may not modify or translate the software in any way or manner.

2. Backup and Transfer

You may make one archival copy of WeavePoint for the sole purpose of backing up the software for your own use. If the documentation is in electronic form, you may print out one copy.

You may not distribute, rent, loan, lease, sell, sublicense or otherwise transfer all or part of the Software, Documentation or any rights granted hereunder to any other person without the prior written consent of B.T. Myhre.

3. Copyright

Except where otherwise noted, all of the documentation and software included in the WeavePoint package is copyrighted by B.T. Myhre. Title and copyrights to the Software, Documentation and accompanying materials and any copies made by you remain with B.T. Myhre. The name WeavePoint and the WeavePoint logo are trademarks of B.T. Myhre. Unauthorized copying of the Software or Documentation, or failure to comply with the above restrictions, will result in automatic termination of this license.

4. Limited Warranty

With respect to the physical CD-ROM and physical documentation, B.T. Myhre warrants that these items will be free from defect in materials and workmanship in a period of 90 days. In the event of notification within the warranty period, the defective CD-ROM or documentation will be replaced, as long as you mail the defective item to your vendor or to B.T. Myhre. The sole remedy for this warranty shall be limited to the replacement of the defective documentation or CD-ROM.

EXCEPT FOR THE ABOVE LIMITED WARRANTY, THIS SOFTWARE IS PROVIDED "AS IS". THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE IS ASSUMED BY YOU. B.T. MYHRE MAKES NO WARRANTIES WITH REGARD TO PERFORMANCE, ACCURACY,

CORRECTNESS OR RELIABILITY OF WEAVERPOINT AND DISCLAIMS ANY WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE. B.T. MYHRE SHALL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENTIAL OR OTHER DAMAGE THAT MAY POSSIBLY OCCUR THROUGH THE USE OF THIS SOFTWARE.