## AUTOMATIONDIRECT END USER LICENSE AGREEMENT AND LIMITED WARRANTY

The software accompanying this license agreement (the Software) is the property of AutomationDirect, or its suppliers, and is protected by United States and International Copyright laws and International treaty provisions. No ownership rights are granted by this Agreement or possession of the Software. Therefore, you must treat the Licensed Software like any other copyrighted material (e.g., a book or musical recording), except that you may make a single copy for backup or archival purposes. Your rights and obligations in its use are described as follows:

1. You may use and display this software on a single computer.

2. You may make one copy of the software for archival purposes or you may copy the software onto your hard disk and hold the original for archival purposes.

3. You may not modify or attempt to reverse engineer the software, or make any attempt to change or even examine the source code of the software.

4. You may transfer the software to another computer using the utilities provided. However, the software must be used on only a single computer at one time.

5. You may not give or distribute copies of the software or written materials associated with the software to others.

6. You may not sub-license, sell, or lease the software to any person or business.

## **Return Policy**

The original licensee of the software can return it within thirty (30) days of purchase. Please call us for a Return Material Authorization Number.

## **Limited Warranty**

AutomationDirect does not warrant that the Software will be error free, that it will satisfy your planned applications or that all defects in the Software can be corrected. If AutomationDirect provides information or assistance regarding the use of the Software or otherwise, AutomationDirect is not assuming the role of engineering consultant. AutomationDirect disclaims responsibility for any errors or omissions arising in connection with engineering in which its Software or such information or assistance is used.

The foregoing is the sole and exclusive warranty offered by AutomationDirect.

AutomationDirect disclaims all other warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, with regard to the licensed software and all accompanying materials.

In no event shall AutomationDirect be liable for incidental or consequential damages, including lost profit, lost savings, lost opportunities, or other incidental or consequential damages arising out of the use or inability to use the licensed software, even if AutomationDirect has been advised of the possibility of such damages.

AutomationDirect's entire liability shall be, at

AutomationDirect's option, either (a) return of the price paid for the Software (or component), or (b) repair or replacement of the Software (or component) that does not meet AutomationDirect's Limited Warranty and which is returned to AutomationDirect within the warranty period. This shall be the sole and exclusive obligation of AutomationDirect and your sole and exclusive remedy with respect to any such failure. The Limited Warranty is void if failure of the Software (or component) has resulted from accident, abuse or misapplication.

## Trademarks

Microsoft<sup>®</sup> and Microsoft Excel<sup>®</sup> are registered trademarks, Windows<sup>TM</sup> is a trademark of Microsoft Corporation.