

END-USER LICENSE AGREEMENT FOR HELP & MANUAL

This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and EC Software GmbH. If you do not agree to the terms of this EULA, do not install, copy, or use the SOFTWARE PRODUCT.

SOFTWARE PRODUCT LICENSE

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold.

GRANT OF LICENSE

This EULA grants you the following non-exclusive rights:

Single-User (per seat) Licenses:

You may install and use the enclosed SOFTWARE PRODUCT on one computer to design, develop, and test online documentation ("help files") and printed documentation ("manuals"). Installation on a second computer, such as a laptop and a desktop computer, is permitted if it is guaranteed that you are the exclusive user of both computers.

Multiple-User (concurrent server) Licenses:

You may install and use the enclosed SOFTWARE PRODUCT on a server to design, develop, and test online documentation ("help files") and printed documentation ("manuals"). Use of the SOFTWARE PRODUCT is limited by the number of concurrent licenses. Only one user per concurrent license may use the software at the same time.

You may not reverse-engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. You may not rent or lease the SOFTWARE PRODUCT.

You may permanently transfer all of your rights under this EULA, provided you retain no copies, you transfer all of the SOFTWARE PRODUCT (including all component parts, the media and printed materials, any upgrades and this EULA), and the recipient agrees to the terms of this EULA. If the SOFTWARE PRODUCT is an upgrade, any transfer must include all prior versions of the SOFTWARE PRODUCT.

LIMITATION OF LIABILITY

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. To the maximum extent permitted by applicable law, in no event shall ECSoftware Corporation or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profit, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of, or inability to use, this software product, even if EC Software GmbH has been advised of the possibility of such damages.