

CodeBlender Software. Software License for Epsilon Tahari

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT "LICENSE" CAREFULLY BEFORE USING THE SOFTWARE. BY USING THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, YOU SHOULD DELETE IT FROM YOUR HARD DRIVE.

1. License. The software accompanying this License whether on disk, in read only memory, or on any other media (the "Software") are licensed, not sold, to you by CodeBlender Software ("CodeBlender"). You own the media on which the Software is recorded but CodeBlender retain title to the Software. The Software in this package and any copies which this License authorizes you to make are subject to this License.

2. Permitted Uses and Restrictions. This License allows you to install and use the Software on a single computer at a time. This License does not allow the Software to exist on more than one computer at a time. You may make one copy of the Software in machine-readable form for backup purposes only. The backup copy must include all copyright information contained on the original. Except as permitted by applicable law and this License, you may not decompile, reverse engineer, disassemble, modify, rent, lease, loan, distribute, create derivative works from the Software or transmit the Software over a network. You may, however, transfer your rights under this License provided you transfer the related documentation, this License and a copy of the Software to a party who agrees to accept the terms of this License and destroy any other copies of the Software in your possession. Your rights under this License will terminate automatically without notice from CodeBlender if you fail to comply with any term(s) of this License.

3. Disclaimer of Warranty on Software. You expressly acknowledge and agree that use of the Software is at your sole risk. The Software is provided "AS IS" and without warranty of any kind and CodeBlender EXPRESSLY DISCLAIM ALL WARRANTIES AND/OR CONDITIONS, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. CODEBLENDER DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. FURTHERMORE, CODEBLENDER DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CODEBLENDER OR A CODEBLENDER AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU (AND NOT CODEBLENDER OR A CODEBLENDER AUTHORIZED REPRESENTATIVE) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THE TERMS OF THIS DISCLAIMER AND THE LIMITED WARRANTY IN PARAGRAPH 3 DO NOT AFFECT OR PREJUDICE THE STATUTORY RIGHTS OF A CONSUMER ACQUIRING CODEBLENDER PRODUCTS OTHERWISE THAN IN THE COURSE OF A BUSINESS, NEITHER DO THEY LIMIT OR EXCLUDE ANY LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY CODEBLENDER'S NEGLIGENCE.

4. Limitation of Liability. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL CODEBLENDER BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS LICENSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall CodeBlender's total liability to you for all damages exceed the amount paid for this License to the Software.

5. Export Law Assurances. You may not use or otherwise export or reexport the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be exported or reexported (i) into (or to a national or resident of) any U.S. embargoed country or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders. By using the Software, you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list.

6. Government End Users. If the Software is supplied to the United States Government, the Software is classified as "restricted computer software" as defined in clause 52.227-19 of the FAR. The United States Government's rights to the Software are as provided in clause 52.227-19 of the FAR.

7. Controlling Law and Severability. If there is a local subsidiary of CodeBlender in the country in which the Software License was purchased, then the local law in which the subsidiary sits shall govern this License. Otherwise, this License shall be governed by the laws of the United States and the State of California. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this License shall continue in full force and effect.

8. Complete Agreement. This License constitutes the entire agreement between the parties with respect to the use of the Software and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this License will be binding unless in writing and signed by CodeBlender.