

# EAS EducaAide Software Inc.

---

## Acces Site License Agreement for Elementary and Secondary Schools

---

This Agreement outlines your rights and responsibilities as a holder of an *Acces* site license. Please read it carefully and note, in particular, that your license is not valid until you register the software with EducaAide.

### Definitions

The following definitions apply to the terms as they appear in this Agreement.

**School Site** means a school building or campus which is clearly identifiable by name and which is under the direction of one principal, headmaster, or lead teacher.

**Employee** means any person who has teaching or administrative duties at the School Site, is paid for those services, and spends more than 50% of the working day at the School Site.

**Associate** means any person associated with the School Site who is not an Employee. Associates include, but are not limited to, students, parent volunteers, and school district officials.

**Software** means any part of the computer program contained in this package, including the typesetting component, for which EducaAide has obtained distribution rights. The term also includes copies of and updates to any part of the program.

**Documentation** means manuals and other support materials accompanying the Software, whether in printed or electronic form.

### Copyright/ownership

*Acces* Software and Documentation is a proprietary product of EAS EducaAide Software Inc. ("EducaAide") and is protected by United States and foreign copyright laws. EducaAide retains the title to and ownership of the Software, which is licensed, not sold, to your School Site.

### License

EducaAide grants all Employees at your School Site a non-exclusive license to use the *Acces* Software. The license is effective immediately upon registering the Software with EducaAide and is subject to the following terms and conditions.

An Employee may:

- install the Software on any computer, including a computer network, at the School Site or at the Employee's home.
- use the Software to produce an unlimited number of printed documents, such as tests and worksheets.
- produce a database module (add-on to the Software) for use at the School Site or the Employee's home.

Further, an Employee may:

- copy the Software for the Employee's own use.
- copy any documents produced by the Software, provided the copies are distributed only to Employees and Associates.
- copy any Documentation which is printed and *unbound*, including this Agreement, quick reference charts, and installation notes.
- copy any Documentation which is printed and *bound* (including in a binder), provided the copies are for training purposes only and constitute no more than 10% of the original Documentation.
- print any Documentation which is distributed in electronic form, provided the printouts are for the Employee's own personal use.

An Employee may *not*:

- reverse engineer, decompile, or disassemble the Software.
- place Software or Documentation on a network, Website, or electronic bulletin board, if any person who is not licensed to use the Software may gain access to it.
- distribute the Software or Documentation to any person who is not employed at the School Site.
- distribute documents that contain copyrighted material, including documents that the Employee produces with the Software, to any person who is not employed at or associated with the School Site.
- use the Software for any commercial activity, including typesetting of books and manuscripts, software development, and private tutoring, or for any other activity which is not related to the Employee's official duties at the School Site.

### **Miscellaneous**

A School Site License is not transferable unless permission is expressly granted by EducAide and the Software is properly registered to the new site. In the event that a license is transferred, all copies of the Software and Documentation at the previous site must be destroyed or transferred to the new site.

An Employee's use of the Software is an acknowledgement that the Employee has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Furthermore, the Employee acknowledges a responsibility to share this Agreement with all other Employees who have access to or are given copies of the Software or Documentation.

EducAide may terminate this Agreement at any time if an Employee or other person associated with the School Site is in breach of any of the terms or conditions of this Agreement. Upon termination, Employees will immediately destroy all copies of the Software at the School Site and at their homes and return original diskettes and printed material to EducAide or the authorized dealer from which the Software was purchased.

### **Limited Warranty**

EducAide warrants the Software and Documentation to be free of defects in materials and workmanship for a period of one year from the purchase date. This warranty does not cover defects which result from accident, abuse, or misapplication. In all cases, EducAide's total liability and the exclusive remedy of the School Site is limited to the purchase price of the Software.

If an Employee discovers a defect covered by this warranty and reports it to EducAide within the warranty period, EducAide will repair or replace the defective item at no charge. If EducAide asks that the item be returned, the Employee is obligated to do so. In that case, EducAide will pay or reimburse the Employee or School Site for shipping charges only if EducAide determines the defect report to be correct. An Employee may not return an item for repair or replacement without first receiving authorization from EducAide.

EXCEPT FOR THE LIMITED WARRANTY ABOVE, ALL SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS." NO WARRANTY IS EXPRESSED OR IMPLIED AS TO THE PERFORMANCE OF THE SOFTWARE, ITS MERCHANTABILITY, OR ITS SUITABILITY FOR A PARTICULAR PURPOSE. NEITHER EDUCAIDE NOR ITS VENDORS SHALL BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF ACTIVITY, OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE.

This Agreement is governed by the laws of California. It is the complete and exclusive statement of agreement between all parties, including EducAide's authorized dealers, and it supersedes all proposals, prior agreements, and other communications relating to the subject matter contained herein. Should you have any questions concerning this Agreement, please write to EducAide Software, PO Box 1048, Vallejo, CA 94590, call 800-669-9405 in the U.S. or Canada, or send email to support@educaide.com.