



1300 Plaza Court North, Suite 101
Lafayette, CO 80026
U.S.A.

Tel: (303) 684 8303
Fax: (303) 926 4492
Email: sales@flexsystems.net
Web: <http://www.flexsystems.net>

End User Software License Agreement (EUSLA) for FlexSystems LLC Software Products

SECTION 1: GRANT OF LICENSE

FlexSystems LLC (FlexSystems) grants you a non-exclusive license to use the enclosed software, only on the terms set forth below. The term software includes updates, supplements and documentation including electronic formats.

SECTION 2: PERMITTED USES

- 2.1 You may use the software on only one machine at any one time.
- 2.2 You may make additional backup copies for archive purposes only.

SECTION 3: LIMITED WARRANTY

3.1 Limited Warranty

FlexSystems warrants that the software will perform substantially in accordance with the accompanying written or electronic written materials for a period of 90 (ninety) days from the date of delivery. FlexSystems does not warrant that the functions contained in the software will meet your requirements or that the operation of the software will be entirely error free.

3.2 Limitation of Remedies

FlexSystems entire liability and the end users exclusive remedy shall, at FlexSystems option, either return to the end user the price paid or, repair / replace of the software.

3.3 No Other Warranties

The above warrantee is in lieu of all other warranties, express or implied, including but not limited to, the implied warranties of the merchantability and fitness for a particular purpose. The limited warranty gives you specific legal rights. You may have others, which vary from state to state.

3.4 No Liability for Consequential Damages

In no event will FlexSystems, or other holders of copyrights within the software, be liable for any lost profits, lost savings, or any incidental damages or other consequential damages arising out of the use or inability of the software. Some states do not allow the limitation or exclusion of incidental or consequential damages, so this limitation may not apply.

SECTION 4: COPYRIGHT

All title and copyrights in and to the Software (including but not limited to any images, photographs, animations, video, audio, text, and text incorporated into the Software), the accompanying printed materials, and any copies of the Software are owned by FlexSystems or its suppliers. All title and intellectual property rights in and to the content that may be accessed through use of the Software is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This license grants you no rights to use such content.



SECTION 5: MISCELLANEOUS

5.1 This agreement and the parties obligations here under shall be governed, construed and enforced in accordance with the laws of the state of Colorado.

5.2 In the event that any provision of this agreement is held invalid, illegal or unenforceable, the remaining provisions shall be enforced to the maximum extent permitted by applicable law.

5.3 Neither party may assign its rights or duties under this agreement without the prior written consent of the other party, except to a successor of all or substantially all of its business and properties.

5.4 The end user may terminate this license at any time by destroying all copies of the software.