



License Agreement

The following terms shall apply to SoftChalk LessonBuilder

License

By clicking on the accept button, or by installing the software described in the offer or on the invoice, the person or company having taken out the license on one or more products consents to being bound by the present agreement and to becoming one of the contracting parties. If the license holder does not accept all the terms of the agreement, he/she must click on the appropriate button and should not install or use the software. This license entitles the paying client to use the SoftChalk LessonBuilder software under the conditions defined hereafter :

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In the case of an individual-user license, SoftChalk LLC grants its client the non-exclusive right to use a copy of the LessonBuilder software on one desktop computer, a home computer and a laptop computer, so long as only one instance of LessonBuilder on one computer is in use by the client at any time.

In the case of a site license, an institution may use a copy of the software on an unlimited number of institutional computers for the appropriate user base for which the license was purchased. In the case of a site license, any user within the user base for which the license was purchased, may also install the software on their home or laptop computers, so long as only one instance of LessonBuilder on one computer is in use by the user at any time.

In the case of metered software licenses, an institution may simultaneously use a copy of the software on no more than the number of institutional computers for which the license was purchased.

Any duplication, modification, adaptation, translation or creation of printed material from the software or any modification, adaptation, translation or writing of printed material using the printed matter provided with the software as a source, without the prior written consent of SoftChalk LLC is strictly forbidden.

Property rights

The license holder is the legal owner of the magnetic medium on which the software is recorded. However, the software itself is not sold. SoftChalk LLC retains the property rights on the software itself, whichever medium is used to store it upon and at any moment in time : original disks, plus any and all copies of the same which may have been produced subsequently.

Sub license

The license to use the LessonBuilder is granted to the license holder only and cannot be transferred, even at no cost, to anyone without the prior written consent of SoftChalk LLC. The license holder shall, under no circumstances, be entitled to transfer, yield, rent or use at any time, be it temporary or permanent, the usage rights which are granted to him/her by the present license.

Limited guarantee

Once the license fees have been paid by the client, for a period of 90 days from the date on which the client downloaded the product from an authorized download site a period referred to as the " period of guarantee " - SoftChalk LLC guarantees that the unmodified product, once correctly installed and used, will have the features as described in the corresponding on-line documentation.

This is an explicit guarantee and constitutes the only guarantee offered on the product(s). SoftChalk LLC offers no other guarantee and consequently excludes all other guarantees, explicit or implicit (be they de facto or de jure) concerning any product or test data provided with a product.

SoftChalk LLC shall expressly reject all guarantees in respect of the titles, aptitude for commercialization, specific usage or non-violation of the rights of third parties. SoftChalk LLC does not guarantee that its product(s) will correspond to the license holder's requirements or function in the conditions chosen by the latter, or that the software product(s) will function perfectly, free of errors and without interruption. SoftChalk LLC hereby declines all responsibility for the aforementioned reasons. The security mechanisms in the software have their limits and it is beholding to the license holder to ensure the software corresponds to his/her needs.

SoftChalk LLC shall be under no obligation with regard to the present agreement, if the license holder accidentally or deliberately damages the media, alters, modifies or makes improper use of the software ; uses the product(s) supplied with software not written by SoftChalk LLC or uses it/them on a computer system different from that for which the said software was originally intended ; or if the license holder infringes on the terms of the present agreement. The obligations of SoftChalk LLC within the framework of the present limited guarantee are restricted to modifying or replacing any product which is not in compliance with the guarantee. Where this guarantee is not respected and if the license holder provides SoftChalk LLC with a written report during the period of guarantee, SoftChalk LLC will take all reasonable steps to correct or replace the errors or failures free of charge. This is the only exclusive appeal open to the license holder, where the explicit or implicit guarantees are not respected.

However, certain jurisdictions do not accept the exclusion of certain implicit guarantees. The exclusions of the SoftChalk LLC guarantee in the section of the

present limited guarantee nevertheless apply in the widest sense as authorized by current legislation.

The present agreement does not exclude guarantees which cannot be excluded by law and any responsibility arising from the same will be limited in this case to the correction or replacement of the product concerned, as decided upon by SoftChalk LLC.

Vendor liability

SoftChalk LLC shall under no circumstances be liable for damage indirect, special, accidental or accessory, or any direct damage concerning any software products supplied with the product, including without restriction damage owing to loss of clientele, work stoppage, computer downtime or malfunction or any other commercial damage or loss, even in cases where SoftChalk LLC had previous knowledge of the possibility of such damage and whatever the regulations with regard to responsibilities applicable in respect of claims, be they contractual, or based on any other legal basis, or equitable.

With the exception of death or serious injury arising from negligence on the part of SoftChalk LLC, in so far as current legislation forbids limitation, SoftChalk LLC shall under no circumstances be liable for damages over and above the amount paid to SoftChalk LLC for the license by the holder of the license deemed to be the cause of the said damages, even in cases of failure of the principal objective of any limited remedy or invalidity of the sub-section below. Certain jurisdictions do not allow exclusion or limitation of accidental or accessory damages, meaning this exclusion and limit may not be applicable to you. All the information provided with a product on delivery by SoftChalk LLC is only provided for the purposes of testing and SoftChalk LLC disclaims all responsibility which may result. The extent of SoftChalk LLC's liability with regard to the clause on limited guarantee is defined by this clause.

Personal novation

The client may not yield, transfer, delegate or license the rights or obligations resulting from the present agreement, in whatever shape or form, without the prior written consent of SoftChalk LLC.

Termination / end of agreement

Where either party fails to observe the obligations stipulated herein, the present agreement shall be terminated by right 15 days after sending a letter to that effect by registered mail with acknowledgement of receipt and which fails to solicit a reaction from the addressee.

The present agreement shall be terminated by right, should the client stop payment or if either of the parties is in turnaround or liquidation subject to court supervision.

Litigation

Any disagreement which may arise between the parties with regard to the interpretation and/or execution of the present agreement shall by default come under the jurisdiction of the Commonwealth of Virginia court system.