## **WARRANTY**

#### **SOFTWARE**

The programs in this package are proprietary product of Ositech Communications Incorporated, its partners, and are protected by Copyright Law.

OSITECH provides this program and licenses it use with OSITECH products. You assume full responsibility for the selection of the program to achieve your intended results, and for the installation, use and results obtained by the program.

#### **LICENSE**

- You may use the program on a single computer.
- You may copy the program into any computer readable or printed form for back-up or modifications purposes in support of your use of the program on the single computer (Certain programs, however, may include mechanisms to limit or inhibit copying, they are marked "copy protected").
- You may modify the program and/or merge it into another program for your use on the single computer (Any portion of this program merged into another program will continue to be subject to the terms and conditions of this Agreement).
- You may transfer the program and license to another party if the party agrees to accept the terms and conditions of this Agreement. If you transfer the program, you must at the same time either transfer all copies whether in printed or computer readable form to the same party or destroy any copies not transferred; this includes all modifications and portions of the program contained or merged into other programs. You must reproduce and include the copyright notice on any copy, modification, or portion merged into another program.

YOU MAY NOT USE, COPY, MODIFY, OR TRANSFER THE PROGRAM, OR ANY COPY, MODIFICATION, OR MERGED PORTION, IN WHOLE OR IN PART, EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT. IF YOU TRANSFER POSSESSION OF ANY COPY, MODIFICATION, OR MERGED PORTION OF THE PROGRAM TO ANOTHER PARTY, YOUR LICENSE IS AUTOMATICALLY TERMINATED.

## **TERM**

The license is effective until terminated. You may terminate it at any other time by destroying the program together with all copies, modifications, and merged portions in any form. It will also terminate upon conditions set forth elsewhere in this Agreement or if you fail to comply with any term or condition of this Agreement. You agree upon such termination to destroy the program together with all copies, modifications, and merged portions in any form.

# LIMITED WARRANTY AND REMEDIES

The program is provide "as is" without warranty of any kind, either express or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. You assume the entire risk as to the quality and performance of the program. Should the program prove defective you (and not OSITECH or its authorized dealer) assume the entire cost of necessary servicing, repair or correction.

Some jurisdictions do not allow exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights that vary from province to province and state-to-state.

OSITECH does not warrant that the functions contained in the program will meet your requirements or that the operation of the program will be uninterrupted or error free.

Warranty Rev. 4-09 Page 1 of 2

However, OSITECH does warrant the media on which the program is furnished, to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery to you as evidenced by a copy of your receipt. This warranty is limited to you and is not transferable.

During the 90-day warranty period:

- OSITECH will replace any media not meeting the foregoing warranty and which is returned to OSITECH or an authorized dealer with a copy of your receipt.
- If OSITECH or an authorized dealer is unable to deliver a replacement media which is free from defects in
  material and workmanship, you may terminate this Agreement by returning the program and your money will
  be refunded.

IN NO EVENT WILL OSITECH BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES. INCLUDING ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, EXPENSES, LOST PROFITS, LOST SAVINGS, OR OTHER DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE SUCH A PROGRAM.

## **GENERAL**

You may not sublicense, assign, or transfer the license or the program except as expressly provided in this Agreement. Any attempt to otherwise sublicense, assign, or transfer any of the rights, duties, or obligations hereunder is null and void.

This agreement will be governed by the laws of the province of Ontario, Canada.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS; YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF AGREEMENT BETWEEN US WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

Warranty Rev. 4-09 Page 2 of 2