



**Inspyder Software Inc.**  
200-3342 Mainway,  
Burlington, Ont.,  
Canada L7M 1A7

Tel. (888) 732-6134  
[www.inspyder.com](http://www.inspyder.com)

## Software License Agreement

**This legal document is an agreement between you, as licensee and Inspyder Software Inc. ("Inspyder"), as licensor. You should carefully read the following terms and conditions before using this product. Using this product indicates your acceptance of these terms and conditions.**

**DEFINITIONS:** "Product" means (a) all of the contents of the files, disk(s), CD-ROM(s) or other media with which this Agreement is provided, including but not limited to Inspyder or third party computer information or software; written documentation or documentation files; and (b) upgrades, modified versions, updates, and additions. "Use" or "Using" means to access, install, download, copy or otherwise benefit from using the functionality of the Product in accordance with the documentation. "You" and "Your" means the purchaser of the Product.

**GRANT OF LICENSE:** The Licensor grants to You a non-transferable non-exclusive license to use the Product on a single computer. You may physically transfer the Product to another computer provided the Product is used only on a single computer. Installing the Product in a shared environment such as a Terminal Server or otherwise making it accessible to more than the single computer, even if only one user is using the Program at any given time, violates this license agreement. You may not modify, adapt, translate, reverse engineer, decompile, disassemble or create derivative work based on: (a) the Product; (b) written material associated with the Product; (c) the concepts or technology utilized in this Product.

**COPY RESTRICTIONS:** You may not copy the product including any product that has been modified, merged or included with other products except as specified in this Agreement, nor may You copy any written materials associated with the product. You shall be held legally responsible for any copyright infringement that is caused or encouraged by Your failure to abide by the terms of this license.

**TRANSFER RESTRICTIONS:** The product is licensed only for You, and You may not transfer the product or the license to use the product without Licensor's prior written consent. Any authorized transferee of the product shall be bound by the terms of this Agreement. In no event may You transfer, assign, rent, lease, sell or otherwise dispose of the product on a temporary or permanent basis except as expressly provided for herein. The product cannot be resold.

**USAGE RESTRICTIONS:** The product is licensed only for Your personal use. You cannot use the product to provide a service to others. To be clear, you can use the product as part of your web development activities, including web development for others. However, you cannot use the Product to provide an exclusive service such as using the Product as part of a web checking or analysis service.

**LIMITED WARRANTY:** Except as expressly set forth herein, the product is provided 'AS IS' without warranty of any kind, either express or implied, including, but not limited to the implied warranties of merchantability and fitness for particular purpose. Inspyder Software Inc. does not warrant that the function of this product will be error free. However, Inspyder Software Inc. does warrant the media on which the software is furnished to be free from defects in material and workmanship under normal use for a period of 30 days from the date of delivery to You.

**LIMITATIONS OF REMEDIES:** The Licensor's entire liability and Your exclusive remedy shall be:

(a) the replacement of any media not meeting Licensor's 'Limited Warranty' and which is returned to Licensor or an authorized representative of Inspyder Software Inc. with a copy of Your receipt; or (b) if Inspyder Software Inc. is unable to deliver replacement media which is free of defects in materials or workmanship, You may terminate this Agreement by returning the product and Your money will be refunded. In no event will Licensor nor anyone involved in the creation, production or distribution of the product be liable to You for any direct, indirect, consequential or incidental damages including any lost profits, lost savings, lost business revenue or other commercial or economic loss arising out of the use or inability to use the product even if Licensor or any authorized representative of Licensor has been advised of the possibility of such damages or for any claim by any other party.

**JURISDICTION:** The laws of the Province of Ontario, Canada shall govern this Agreement.

All rights are reserved; Copyright © 2010, Inspyder Software Inc.