



## **SoftChalk License Restrictions**

### **Educational License Restrictions**

Only officially accredited EDUCATIONAL institutions are eligible to obtain SoftChalk educational licenses. This status requires accreditation on the part of a nationally recognized accrediting agency. This includes: universities (including distance and continuing education programs), colleges, junior colleges, scientific and technical schools, vocational schools, and correspondence schools, high schools, middle or junior high schools, elementary schools and pre-schools. Educational licenses can also be purchased by officially employed teaching and research staff of officially accredited educational institutions. Only officially accredited EDUCATIONAL institutions are eligible to obtain SoftChalk educational licenses.

Use of SoftChalk products purchased under the educational license is expressly restricted to use in teaching, research, administration and other uses that support the educational institution's mission. The educational license prohibits all commercial uses of the program. Except for these usage restrictions, the Educational license version of SoftChalk is identical to the full version.

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Student Licenses are PERSONAL licenses and can NOT be purchased by or through institutions or organizations. A SoftChalk product purchased under a student license may NOT be installed on an institutional computer. A student license should not be used for commercial (for-profit) work of any kind. This includes any activities not related to the licensee's personal education. Student licenses cannot be upgraded. Except for these usage restrictions, the Student license version of SoftChalk is identical to the full version.

## **Government/Military License Restrictions**

The Government Licensing Program is available to qualified entities at the federal, state, territory, county, municipal or tribal level. Departments of qualifying government entities may include executive, legislative, judicial or administrative functions. Qualified Government Institutions may include other special entities such as the United Nations and affiliates, NATO, public utilities, public hospitals, public libraries and other quasi-governmental agencies, excluding academic. Contact your SoftChalk sales representative for country or entity specific information about eligibility. Only qualified government entities are eligible to obtain SoftChalk government or military licenses

Use of SoftChalk products purchased under the government license is expressly restricted to use in teaching, research, administration and other uses that support the mission of the government or military entity. The government or military license prohibits all commercial uses of the program. Except for these usage restrictions, the government or military license version of SoftChalk is identical to the full version.

## **License Contract**

The following terms shall apply to SoftChalk.

### **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 contract and to becoming one of the contracting parties. If the license holder does not accept all the terms of the contract, 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 software under the conditions defined hereafter, and allows non-paying clients to use the software for a period of time not to exceed the 30-day free trial period under the conditions defined hereafter:

This license is governed by U.S. and Virginia law

For Individual License purchases, SoftChalk LLC grants its clients the non-exclusive right to use one copy of the SoftChalk software on the purchaser's office computer and one copy of SoftChalk on their home or laptop computer. Any further duplication, modification, adaptation, translation or creation of the software, or 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 software 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 contract, 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 contract. 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 contract 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 only the database 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 contract, in whatever shape or form, without the prior written consent of SoftChalk LLC.

### **Termination/End of Contract**

Where either party fails to observe the obligations stipulated herein, the present contract 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 contract 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 contract shall by default come under the jurisdiction of the Commonwealth of Virginia court system.