

PLEASE CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT FOR THE LICENSE OF SPEAKABCS. BY CLICKING THE ACCEPT BUTTON, YOU (EITHER AN INDIVIDUAL OR A SINGLE ENTITY) CONSENT TO BE BOUND THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE BUTTON THAT INDICATES THAT YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT AND DO NOT INSTALL THE SOFTWARE.

1. License Grant. Subject to the payment of the applicable license fees, and subject to the terms and conditions of this Agreement, SchoolFreeware hereby grants to you a non-exclusive, non-transferable right to use one copy of the specified version of Speak-ABCs "the Software" and the accompanying documentation on one computer only.
2. Term. This Agreement is effective for an unlimited duration unless terminated as set forth herein. This Agreement will terminate automatically if you fail to comply with any of the limitations or other requirements described herein. Upon any termination or expiration of this Agreement, you must destroy all copies of the Software and the Documentation.
3. You may not transfer any of the rights granted to you under this Agreement. You may not reverse engineer, decompile, or disassemble the Software, except to the extent the foregoing restriction is expressly prohibited by applicable law. You may not modify, or create derivative works based upon, the Software in whole or in part. You may not copy the Software or Documentation. Except that you may either (a) make one copy of the Software solely for backup or archival purposes, or (b) transfer the Software to a single hard disk provided that you keep the original solely for backup or archival purposes. You may not remove any proprietary notices or labels on the Software. All copies must contain the same proprietary notices that appear on and in the Software.
4. Warranty and Disclaimer. THE SOFTWARE IS PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SchoolFreeware DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE AND THE ACCOMPANYING DOCUMENTATION. YOU ASSUME RESPONSIBILITY FOR SELECTING THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE SOFTWARE. WITHOUT LIMITING THE FOREGOING PROVISIONS, TOPIARY MAKES NO WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. The foregoing provisions shall be enforceable to the maximum extent permitted by applicable law.
6. Limitation of Liability. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL SchoolFree-

ware BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION, OR FOR ANY AND ALL OTHER DAMAGES OR LOSSES. FURTHERMORE, SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU. The foregoing provisions shall be enforceable to the maximum extent permitted by applicable law.

7. Miscellaneous. This Agreement sets forth all rights for the user of the Software and is the entire agreement between the parties. This Agreement supersedes any other communications with respect to the Software and Documentation. This Agreement may not be modified except by a written addendum issued by a duly authorized representative of SchoolFreeware. No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by SchoolFreeware or a duly authorized representative of SchoolFreeware. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. The parties confirm that it is their wish that this Agreement has been written in the English language only.

8. The Software and Documentation are provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)1(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights 48 CFR 52.227-19, as applicable. Manufacturer is SchoolFreeware, LLC.